



**4390 Arrowswest Drive
Colorado Springs, CO 80907
(719) 592-1111**

MEMBERSHIP APPLICATION		MBR # _____
<input type="checkbox"/> New	<input type="checkbox"/> Add-on	
<input type="checkbox"/> Conversion	<input type="checkbox"/> Renewal	
Date _____		

Member Name _____ Birth Date ____ / ____ / ____
 Street Address _____ City _____ State ____ Zip Code ____
 Home Phone (____) _____ Cell or Business (____) _____ Email _____
 MEMBERSHIP START UP FEE _____ PRORATE _____ TOTAL _____

<p>Billing of Monthly Dues: By signing this agreement, you have authorized Accolade Fitness (the Club) to bill your bank account or credit card for your monthly dues (EFT, preauthorized check or credit card charge). Your authorized account (below) will be billed on or shortly after the 17th of each month beginning _____ 20__ for the amount of \$ _____. Rates are guaranteed not to increase for the remainder of the calendar year. A \$10 service charge will be applied for each month your monthly dues are returned uncollectible.</p> <ul style="list-style-type: none"> Your membership will continue on a month-to-month basis. In order to cancel the billing of the membership fee that occurs on or about the 17th each month, Accolade Fitness requires notification in writing by the 5th of the month in person or preferably by certified mail. Accolade Fitness reserves the right to cancel memberships over 60 days delinquent. <p>Billing of Annual Membership Fee: An annual membership fee of <u>\$39.00</u> will be billed annually, on or shortly following the <u>1st of June</u> to the authorized account on file (below).</p> <ul style="list-style-type: none"> In order to cancel the billing of the annual membership fee, Accolade Fitness requires notification in writing on or before <u>May 15th</u> in person or preferably by certified mail. <p>I have read and fully understand the cancellation policy and billing procedure. _____ (Member Initials)</p>	PAYMENT AUTHORIZATION
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<p><input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMERICAN EXPRESS <input type="checkbox"/> CHECKING</p> <p>Name as it appears on credit card or check: _____</p> <p>BANK NAME: _____ ACCOUNT #: _____ EXP. DATE: _____ / _____</p> <p>Voided Check /Charge Card Information Attached? <input type="checkbox"/> Yes <input type="checkbox"/> No Routing #: _____</p> <p>I authorize Accolade Fitness to bill the above account for monthly dues and annual fees. _____ (Member Initials)</p>	AUTH'D ACCOUNT
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NOTICE TO BUYER: Do Not Sign This Contract Unless You Have Read It All. Also, Do Not Sign This Contract If It Contains Any Blank Spaces. You May Cancel This Transaction In Writing Anytime Prior To Midnight Of The Third Business Day After This Transaction.

Accolade Fitness and the undersigned member agree as of this date to the following membership contract as described in the comprehensive list of programs. As a buyer of this membership plan, you have the following rights under the Colorado Consumer Protection Act 6-1-704:

- I. Accolade Fitness, LLC, will:
 - a. Refund you the pro-rated cost of any unused services, within 15 days after request thereof, if:
 - i. You are unable to receive benefits from our services by reason of death or disability. We may require that the disability be confirmed by an examination of a physician agreeable to you and us; provided, however, that this subparagraph shall not operate to prevent you from providing the disability in a judicial proceeding. Or,
 - ii. Accolade Fitness is relocated more than 8 miles from its present location, or the services provided by us are materially impaired.
 - b. Refund you the pro-rated cost of any unused services within 15 days after the Club ceases operation.
 - c. Memberships can be frozen for medical reasons only. Freeze must be done at time of illness, injury or other medical condition.
 - d. Reserve the right to discontinue any program at any time.
 - e. If rates will be increased due to Club population or usage, it will happen in the month of January after your guarantee expires.
 - f. Cancellations are to be made in person or preferably by certified mail to the Club. Cancellation by phone, fax or email will not be accepted.
 - g. In order to change the billing account for the 17th, the Club requires the change by the 5th in writing in person or preferably by certified mail.
 - h. Annual Membership Fee is non-refundable.
- II. Upon the concurrence of any of the circumstances enumerated in paragraphs I. a., b., or c. of this section, you or your estate shall be relieved of any further obligation for payment under the contract not then due and owing.

I have read the membership plan offered for sale by Accolade Fitness (the Club), and the respective prices of the plan. I realize that all of the foregoing written material will be honored by the Club and understand my rights of not signing if there are any unfilled blanks, my rights of cancellation and refund policies as listed in the contract. I further realize that I must obey the rules of the Club, and that the Club has reserved the right to refund the pro-rated cost of any unused services and remove me from the Club at any time that my actions violate the rules of the Club. It is expressly agreed that all exercises shall be undertaken by me at my sole risk and that the Club, its owners, employees, and agents shall not be liable to me for any claims, demands, actions or causes of action whatsoever, to my personal property arising out of or connected with the use by me of the service and facilities of the Club. I do hereby expressly forever release and discharge the Club from all such claims, demands, injuries, damages, actions or causes of action. I have read and understand and voluntarily signed the foregoing Waiver and Release of Liability and Medical Release Form, and I have received a copy of this contract and release agreement. This constitutes the entire agreement between Accolade Fitness, LLC, and the member.

Member's Signature _____ Date _____ Accolade Fitness Authorized Signature _____ Date _____