

RONIN TRAINING MEMBERSHIP AGREEMENT

Today's Date: ___/___/___

Membership Start Date: ___/___/___

First/Last name: _____ cell: (____)____-_____

Address/City/State _____

Email: _____ Age: _____ Date of Birth: _____

Emergency Contact (____)____-_____ Primary Account Holder? Yes / No Gender M / F

☐ 3 Month Membership ☐ 6 Month Membership ☐ 12 Month Member

☐ Senior ☐ Drop In

Total charges due today: \$_____

I understand that my monthly dues will be auto-debited around the ____ of each month .

My membership commitment starts on ___/___/___ and ends on ___/___/___ . After this date, I understand that my **membership will be automatically renewed on a month to month basis** at the rate below until a signed cancellation form in person at least 7 days before the end of the billing cycle.

My total monthly payment will be: \$_____

This contract automatically renew on a month to month basis after the time period such as yearly or semi yearly commitments agreed upon is fulfilled with auto debited payments. Member authorizes Life Wellness Chiropractic (LWC) PLLC to directly access Member's bank account (Electronic Funds Transfer, EFT) or charge the Member's credit card for monthly dues payment. Fees for multiple months, Membership Plans, and Enrollment Fees are non-refundable. I understand if I stop monthly payments, I will pay a re-enrollment fee of \$29.00.

The membership is not transferable and member may not sell, assign, or loan his/her membership to anyone. No changes or cancellation privileges are permitted. No changes to this agreement are permitted. Member agrees to follow Life Wellness Chiropractic PLLC rules as promulgated from time to time. Violation of these rules may be the cause of suspension or cancellation of membership at the sole discretion of Life Wellness Chiropractic PLLC.

This contract is auto-renewed each month unless a signed cancellation form has been turned in to Ronin Training Moses Lake or Life Wellness Chiropractic in person at least 7 days prior to the next billing cycle. A \$25 fee will be assessed for any returned payments or rejected EFT plus applicable collection agency or bank fees. I acknowledge that I am fully liable for all charges and fees provided by this contract. I agree to pay all charges assessed by the bank plus \$25.00 for any returned payment or rejected EFT.

ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

LAW APPLICABLE: Washington State law governs this Agreement

ENTIRE AGREEMENT: This Agreement comprises the entire Agreement pertaining to membership and no other Agreement of any kind, verbal or understanding or promise whatsoever will be recognized or binding on Ronin Training Moses Lake.

SIGNERS OF AGREEMENT: If more than one Member signs this Agreement, each Member is individually responsible to fully perform all obligations under this Agreement. It is each Member's responsibility to know whether this agreement is in default or that payments have been missed. Ronin Training Moses Lake is not responsible for notifying Members of late or missing payment(s) or any default proceedings unless required to do so under applicable law.

NO WAIVER OF RIGHTS: The failure of Ronin Training Moses Lake to enforce at any time any of the provisions of this Agreement shall not be construed to be a waiver of such provisions, nor affect the validity of this Agreement, nor the right of RONIN Training Moses Lake to enforce each and every such provision.

DEFAULT: A Member shall be considered in default when a monthly dues payment has not been received by the due date defined by this Agreement. Ronin Training Moses Lake shall have sole discretion to terminate or suspend any Member whose account is considered in default by this agreement.

DUES: The obligation to pay dues is not dependent upon the availability of the Ronin Training Moses Lake facilities or the Member's usage of such facilities. Repair or maintenance may, at any time, make it necessary for Ronin Training Moses Lake to restrict the use of, for a temporary period of time, its facilities. Power outage, weather, or other acts of God may cause a restricted use of the facilities. There are no "make-up classes".

COLLECTION COSTS: Member will pay all reasonable costs incurred by Ronin Training Moses Lake to collect delinquent dues or other sums provided for by this Agreement including attorney fees, collection agency fees and court costs.

MEDICAL ANALYSIS: Member hereby represents and warrants that he or she is physically sound and that he or she has medical approval to proceed with a normal routine of exercise.

DAMAGE TO FACILITIES: Member agrees to pay an extra charge for damages arising from any careless use of equipment, or dropping of weights, etc. Caused by member.

RIGHT TO CHANGE SERVICE AND FACILITIES OR CANCEL A MEMBERSHIP: Member agrees that Ronin Training Moses Lake in its SOLE AND ABSOLUTE discretion may change or cancel any and all regulations, policies, facilities, locations, services or hours without notice. Any such change does not affect this agreement or agreed payment schedule, nor release Member from any obligations under this agreement. Ronin Training Moses Lake may also cancel this membership at any time that Ronin Training Moses Lake deems appropriate. Membership would in this case be immediately revoked and dues paid for the remaining of the billing period refunded.

EXERCISE CLOTHING: Appropriate "family friendly" workout attire must be worn at all times inside the exercise area.

PERSONAL TRAINING: Member will not perform any personalized training inside the gym or on the outdoor facilities with any Member or non-Member without written consult from Ronin Training Moses Lake.

RULES, REGULATIONS, AND POLICIES: Rules, regulations, and policies as provided and/or as posted in the facility are part of the Membership Agreement and Members are obligated to observe and comply with the same. Reasonable changes if necessary regarding the health, protection, or safety of Members may be posted from time to time in the facility. Failure by Member to so comply shall permit Ronin Training Moses Lake to cancel Member's membership.

X _____

MEMBER SIGNATURE

X _____

RONIN Representative

X _____

PARENT/ GUARDIAN if Minor (under age 18)

Billing Info if Primary Account Holder

I, _____, authorize my bank to make payments by the method indicated above and post it to my account. _____ VISA _____ Mastercard _____ Discover _____

(_____) Expires(_____)

V-Code (3 digits on back of card) (_____)

OR _____ Checking account direct withdrawal option. MUST ATTACH A VOIDED CHECK.

Account Holder Signature X _____ Date _____

RONIN TRAINING WAIVER

First & Last Name: _____

Cell#: (_____) _____ Age: _____ Date of Birth: _____

Street Address _____

City _____ State _____ Zip _____

Email _____

Would you like to be added to Ronin's email list and stay informed of future Ronin Training special events i.e. "Spartan Challenge, Marine Combat Fitness Test, Wilderness survival Treks, Yoga, Qi Gong, Adventure Races, self defense seminars, Family events, etc.

Y____ N____ How did you hear about us?: _____

In an emergency, I would like Ronin Training to call: _____ Phone# _____

We take your health and safety seriously. It's important that we have a good understanding of your current health and background. Do you: Smoke? **Y N** # times per wk.: _____

Drink alcohol? **Y N** # times per wk.: _____ Take prescription meds? **Y N**

If yes, please list all medications and their purpose: _____

_____ Current level of fitness (1-10): _____

Are you exercising now? **Y N** How much per week? _____ Do you play sports? **Y N**

Do you have: Back pain, knee pain, shoulder pain, or other? **Y N** Previous injuries or surgeries? **Y N**

If so, please explain _____

High blood pressure, Asthma, Diabetes, or a Heart condition? **Y N**

Any other health conditions not listed? _____

IMPORTANT INFORMATION ABOUT YOUR HEALTH:

The services provided by Ronin Training are not a substitute for professional medical advice or a medical examination. Prior to participating in any program, activity, or exercise you should seek the advice of your physician and other qualified health-care professionals. Application or reliance on the techniques, advice, ideas, suggestions of any person associated with Ronin Training are at the sole discretion and risk of the participant. I will notify Ronin Training in writing if I become unable to participate in an activity due to some physical or mental considerations.

Photography/Video Release

I do hereby give Ronin Training the irrevocable right to use my name and picture/image in all forms of media and in all other manners without compensation, including composite representations, for advertising, trade, or any other lawful purposes, and I waive my right to inspect or approve the finished versions.

Participant Initials: _____

Please read carefully before signing-Assumption of Risk, Release of Liability, and Hold Harmless Agreement

I, _____ the undersigned, acknowledge that I have voluntarily elected to participate in the disciplines and activities of Ronin Training.

I understand that the disciplines of cross training, Martial Arts, Parkour, Freerunning, yoga, and other training events and practices (collectively referred to as "Authentic Fitness"), can be dangerous and involve risks of injury and death. I understand that the moves involved in Authentic Fitness such as running, jumping, climbing, lifting, grappling, vaulting and other strenuous movements entail certain risks that are unpredictable. **The risks of such**

movements involved in high-intensity, high-impact activities may include, among other things: slips and falls; falling from equipment; rope burns; pinches; scrapes; twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, broken bones, muscular soreness; wrist, arm and shoulder injuries; musculoskeletal injuries including head, neck, back; injuries to internal organs; the negligence of other people; my own physical condition; and the risk of emotional and psychological injuries or physical damage associated with this activity. Traveling to and from events and training activities raises the possibility of any manner of transportation accidents. **Initials:** _____

I agree to cease activity immediately if I feel faint, lightheaded, weak, or in pain. I certify that I am in good physical condition and that I am aware of no physical impairments, illness, or injuries that prevent me from participating in any activities at Ronin Training. Ronin Training employees are highly skilled and professionally trained. They seek safety first above all else, but they are not infallible. They might be unaware of a participant's true fitness or abilities. They might misjudge the weather, surfaces, or other environmental conditions. **It is ultimately up to me and not the instructors, to discontinue activity if I feel that the environment, a physical condition, the actions of myself or others, or any other reason, prohibits safe training.**

I understand and acknowledge that my participation in Authentic Fitness may involve risk of serious injury or death resulting from the actions, inactions, or negligence of myself and others, the condition of the facilities, equipment, or areas where Authentic Fitness takes place, and/or the physically demanding nature of Authentic Fitness. **I warrant and promise that I assume full responsibility for my conduct and safety at all times, whether or not in actual participation and/or during training in Authentic Fitness at any site(s).** I understand that this activity takes place on and off the Ronin Training premises. **Initials:** _____

I understand and agree that neither Ronin Training, nor any of its owners, directors, employees, participants, volunteers, sponsors, advertisers, and if applicable, owners and lessors of the premises on which the Event(s) takes place (collectively and hereinafter "Releasees") or agent may be held liable for any claims or causes of action, and I personally assume full responsibility for any risks or loss, property damage, stolen property or personal injury, including death, that may be sustained by me as a result of my participation in any activity at Ronin Training whether foreseeable or unforeseeable. **I agree to use my personal medical insurance as a primary medical coverage payment if accident or injury occurs.**

I give full permission for any person connected with Ronin Training to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and or surgical care for the minor or myself and to transport myself to a medical facility deemed necessary for the my well being I agree to indemnify Ronin Training for any and all claims brought on my behalf; **I accept responsibility for all medical expenses incurred by myself in connection with Authentic Fitness or the use of the Ronin Training facilities.**

Initials: _____

The participant recognizes that there is risk involved in all types of activities offered by Ronin Training and that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. **Therefore the participant accepts full financial responsibility for any injury that the participant may cause either to him/herself or to any other participant due to his/her negligence.** Should the above mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless Ronin Training, its "Releasees" and other participants from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by Ronin Training, at the main building or abroad. This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent to the main building, trails, and/or any other area selected for an activity by Ronin Training.

I have read the foregoing assumption of risk, and release of liability, and by signing it I acknowledge that I fully understand its terms. I have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me. I understand that by signing this form I am waiving valuable legal rights, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Name of participant: _____ Date _____

Participant signature: _____

Signature of representative for Ronin Training: _____