



Check #	
Card #	

Membership Agreement

Client Name:	Date of Birth:
Address:	Email:
Phone:	Emergency Contact and Phone:

CrossFit Lenoir Membership Summary:

- Memberships are paid in advance of service on the 1st day of each month
- Punch cards are a one-time payment at time of issuance.
- New memberships are prorated for the first month. Regular monthly dues apply thereafter with payments made the first day of each month.
- Membership dues are paid by monthly automatic electronic payment (credit card, debit card, or automatic checking account draft).

Membership Options (Circle Desired Option)		
Membership Type	No Commitment	6 Month Contract
Unlimited		
Individual	\$125 <i>(Per Month)</i>	\$105 <i>(Per Month)</i>
Married	\$230	\$190
Service	\$115	\$95
3 Classes Per Week		
Individual	\$105	\$85
Married	\$190	\$150
Service	\$95	\$75
Foundations (1 time Fee)	\$125 (2 Week Class)	
10 Visit Punch Card <i>(available 2 times per person per year)</i>	\$100.00	
Other Fees:		
Drop in Fee	\$15 or T-Shirt Purchase	
Late Fee (5 or more days past due)	\$15	
Declined/Insufficient Funds	\$20	
Break Contract Fee	\$150	

- *Discounts cannot be multiplied (i.e. Married and Teacher discount).*
- *You may add a child (Ages 14-17) to any package for an additional \$60/80 dollars per month*
- *Service Includes Military, Law Enforcement, Fire, EMS, Students (18-21) and Teachers (May Require ID)*

1. Agreement – *This agreement is between CrossFit Lenoir (hereinafter, “CrossFit Lenoir”) and the client named above (hereinafter, “Member”). This agreement is entered into and is effective on _____ (Month/Day/Year).*

2. Membership –

a. Term Memberships: Your first month at CrossFit Lenoir is prorated, contingent upon when this Agreement is initiated relative to the first of each month. Monthly Dues are only prorated once, upon initial enrollment with CrossFit Lenoir.

b. Month-to-Month (No Commitment) Memberships: Members will need to pay on a monthly basis by check, debit/credit card, money order or cashier’s check.

c. Term Membership Payments: All term memberships and guest fees are collected via auto-debit (i.e., electronic funds transfer) from a checking account, debit card or credit card. By providing your checking account, debit card or credit card information you explicitly authorize CrossFit Lenoir to automatically withdraw dues and fees as they come due each 1st of the month.

d. Married Memberships: Married is defined as legal spouse!

e. Kids Sessions: Payments are made in advance for each session. (Sessions TBD)

f. Right to Modify Dues: If you have a “No Commitment” Membership, then CrossFit Lenoir may increase your Dues at any time.

Initials _____

3. Three-Day Right of Rescission - *New members have three days after signing this Agreement to cancel their membership without penalty. If the Agreement is cancelled within three days, CrossFit Lenoir will return to the member within thirty days all amounts paid less \$25 for usage of facility during those three days. To cancel, new members must inform CrossFit Lenoir in writing of their intent to cancel. Written intent to cancel can be delivered to CrossFit Lenoir in person or e-mailed to workout@crossfitlenoir.com.*

Initials _____

4. Availability of Facility –

a. Limited Availability: CrossFit Lenoir may close its Facility for seminars, certifications, maintenance, selected holidays and other hours based on municipal requirements. CrossFit Lenoir may delete, change, discontinue, repair, or replace any part or all of the Facility without any effect on this Agreement. If no part of the Facility is unavailable for more than three (3) consecutive days (not including Sundays) for any reason but less than fifteen consecutive days (not including Sundays), except acts of nature, CrossFit Lenoir will extend your membership, without Dues, for the same period the Facility was unavailable. Should the facility become unavailable for more than fifteen consecutive days (not including Sundays) for any reason including acts of nature, then you may elect to cancel this membership effective the following 1st of the month. CrossFit Lenoir will not be responsible for refunding any membership fees paid, including advance payments up to 12 months. Any memberships that are paid for more than 12 months in advance will have the portion corresponding to a term beyond 12 months refunded.

b. Limited Use: If you know or should know you have a problem that might prevent you from using CrossFit Lenoir (i.e., medical or family emergency, business travel, vacation, etc...) and you sign this Agreement, you agree that your membership is limited accordingly. However, because this is your choice, you still must pay your monthly dues as if you could use the Facility; there will be no carryover of monthly dues into subsequent months for any time unspent using the Facility in a previous month. See our Freeze Policy for Term Memberships and our Cancellation Policy for other options.

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5. Freeze Policy for Term Memberships- *Members may put their term membership on hold, in one calendar month increments, for up to three (3) calendar months per year for a fee of \$25 per freeze request. Notice of freeze must be given to CrossFit Lenoir via e-mail to workout@crossfitlenoir.com at least 3 working days prior to the first day of the month to be frozen. Members will not be billed for membership during frozen months. Billing will resume automatically upon end of freeze. The current membership agreement will be extended by the number of months frozen.*

6. Late Payment / Declined Credit Card Fees - *A \$15 late payment will be due and payable for payments received past the 5th of the month. A returned check or declined credit card/debit card will result in a fee of \$20. Membership fees must be paid on or before the first day of the month. Members who are not current **will not be allowed** to participate in classes after the 5th of the month.*

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7. Lost Articles – *CrossFit Lenoir assumes no responsibility for lost or stolen articles. Lost and found articles not claimed after 30 days will be donated to charity or thrown away.*

8. Supervision of Children –

a. Members must be 14 years of age or older unless supervised by a parent or legal guardian at all times, or enrolled in our Kids Program.

b. Guests/Visitors under the age of 14 must be supervised by a parent or legal guardian at all times.

c. Children between 12 and 14 may participate on a case-by-case basis in regular classes if the parent or legal guardian is present. CrossFit Lenoir will be the sole determiner if a child between the ages of 12 and 14 may participate in regular classes. This determination will take into account the following and other factors: physical and emotional maturity, physical ability to safely perform exercises, ability to follow instructions, and/or a determination that regular classes will allow for greater progress than Kids Classes.

9. Conduct – *CrossFit Lenoir is committed to the health, safety, welfare of each of its members and staff and will not tolerate unreasonable, threatening, obscene, harassing, indecent, or illegal behavior. CrossFit Lenoir has the right to judge behavior and respond accordingly. This right includes, but is not limited to, termination of membership without refund of any member engaging in unacceptable behavior.*

10. Damages - *Members shall pay for any damages to CrossFit Lenoir property which results from the willful or negligent conduct of member, member's guest or dependent children.*

11. Rules and/or Regulations - *Members who do not observe CrossFit Lenoir rules and regulations or who abuse equipment in any fashion will be asked to leave. The management reserves the right to terminate membership of anyone who refuses to observe any of CrossFit Lenoir's rules or regulations. Not all rules and regulations are listed in this agreement. CrossFit reserves the right to add, change or remove rules, conditions of membership, opening and closing hours, and all services and facilities offered by CrossFit Lenoir.*

12. Photo & Video Release/Social Media – *I grant permission to CrossFit Lenoir and its agents and employees the irrevocable and unrestricted right to reproduce the photographs and/or video images taken of me, or members of my family, for the purpose of publication, promotion, illustration, advertising, or trade, in any manner or in any medium. I hereby release CrossFit Lenoir and its legal representatives for all claims and liability relating to said images or video. I waive my right to any compensation. Furthermore, I am aware that my name or my picture or*

my voice may appear on the Internet on CrossFit Lenoir’s website or other websites and I hereby grant permission to CrossFit Lenoir to use my picture, voice, or name for these purposes.

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13. Miscellaneous –

a. This Agreement contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Agreement. The provisions of this may be waived, altered, amended or repealed, in whole or in part, only upon prior written consent of all parties.

b. Member has read, and fully agrees to the term of this Agreement and understands and agrees that by signing this Agreement (which contains a waiver, release and assumption of risks) Member has given up considerable future legal rights. Member has signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to him/her. Member certifies and warrants that he/she is 18 years of age or older and mentally competent to enter into this Agreement.

c. If any portion of this agreement is deemed illegal, void or unenforceable, then the remaining agreement shall remain in effect.

WITNESS our signatures as of the day and date first stated above.

Member (or Parent/Guardian if member is a minor):

On behalf of CrossFit Lenoir (CrossFit Lenoir):
