



36666 W Bluewater Run #1 • Selbyville, DE 19975  
302.436.9001 • FAX 302-436-9544 • www.energygym247.com

**CLUB # 8736**       **New**      **ANNUAL - HOLIDAY**

Alternate Account # \_\_\_\_\_ Salesperson's Initials  \_\_\_\_\_

Card Codes

**Membership Agreement (FILL OUT ALL HIGHLIGHTED AREAS - PLEASE WRITE CLEARLY)**

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

**(A) BUYER INFORMATION ONLY – TO BE FILLED OUT BY APPLICANT (PLEASE PRINT CLEARLY)**

BUYER'S Last Name	First	Birth date	Home Phone	E-mail address
			( )	
Current mailing address	City	State	Zip	
Permanent address if different from above	City	State	Zip	How long at address
				(yrs/mos)
Employer	Position	How long	Work Phone	
		(yrs/mos)	( )	

**I ELECT TO PAY MY MONTHLY DUES VIA:**

- Electronic Funds Transfer (EFT) from my Bank Account
- Credit Card

**In case of emergency, call:** \_\_\_\_\_

Phone: ( ) \_\_\_\_\_

**(B) MEMBERSHIP SCHEDULE**

1. Today's date is \_\_\_\_ / \_\_\_\_ / \_\_\_\_
2. Your agreement begins on \_\_\_\_\_, and expires on \_\_\_\_\_.
4. Total Sales Price \$420.00
5. Amount of Down Payment is \$0.00, plus 1<sup>st</sup> Month Dues \$35.00  
Total to be collected \$35.00  
Paypal Transaction # \_\_\_\_\_
6. Remaining Balance to be Paid to ASF \$385.00

**WAIVER AND RELEASE OF LIABILITY:** The Club urges you and all members to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the member's sole risk. Member understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be member's entire responsibility, and the Club shall not be liable to member for any claims, demands, injuries, damages, or actions arising due to injury to member's person or property arising out of or in connection with the use by member of the services, facilities, and premises of the Club. Member hereby holds the Club, its officers, owners, agents and employees harmless from all claims which may be brought against them by member or on member's behalf for any such injuries or claims.

**MEMBER'S SIGNATURE** \_\_\_\_\_

**CANCELLATION:** If by reason of death or permanent disability, the buyer is unable to continue the membership, buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, that amount shall be promptly refunded. Member agrees to follow club rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership. Cancellations shall be refunded within thirty days of proper notice.

**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BUYER/MEMBER COULD ASSERT AGAINST THE CLUB AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/MEMBER SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/MEMBER TO THE CLUB PURSUANT TO THIS CONTRACT.**

**DEFAULT AND LATE PAYMENT:** Should you default on any payment obligation as called for in this agreement, the entire remaining balance shall be deemed due and payable upon demand, and you agree to pay allowable interest, and all cost of collection, including, but not limited to, collection agency fees, court costs and attorneys' fees. Should any monthly payment become more than 10 days past due, you will be charged a late fee to cover additional administrative expenses and other expenses related to obtaining your payment. A fee will be charged for all returned payments.

**YOUR PAYMENT SCHEDULE WILL BE**

When Payments are due each Month 1 <sup>st</sup> business day of the month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Due Date-ASF Collects
	<b>11</b>	<b>\$35.00</b>	_____

**7. Renewal Terms** (choose one)

- YES! Please contact me before my agreement expires
- Non renewable NO! PLEASE DON'T RENEW MY SPECIAL RATE.

**(C) I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT).** I understand and agree that should I discontinue this payment method, a \$5.00 fee will be added to each monthly installment to cover the costs of processing and handling.

This form of payment, if discontinued, does not release you from your payment obligation or membership contract.

**YOU, THE BUYER, ARE ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME YOU SIGN IT. PLEASE KEEP A COPY FOR YOUR RECORDS.**

**ASF INTERNATIONAL EFT AUTHORIZATION**

I, \_\_\_\_\_, authorize my bank to make my payment by the method indicated below and post it to my account.

- Checking (Must attach voided check.) or  Savings (Must attach deposit slip.) or
- Visa     MasterCard     American Express     Discover

Account #: \_\_\_\_\_ Routing # or Expiration Date (If Credit Card) \_\_\_\_\_

Number of payments 11. Amount of payment \$35.00, 1st due date \_\_\_\_\_.

Bank Name \_\_\_\_\_ Bank Phone # \_\_\_\_\_

Bank Address/City/State/Zip \_\_\_\_\_

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



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CLUB # <u>8736</u>	<input checked="" type="checkbox"/> New	ANNUAL - HOLIDAY
Alternate Account # _____	Salesperson's Initials _____	
Card Codes	<input type="checkbox"/>	<input type="checkbox"/>

**"YOU, THE BUYER, MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF THIS CONTRACT. IF YOU WISH TO CANCEL THIS CONTRACT, YOU MAY DO SO WITHOUT ANY PENALTY OR OBLIGATION. TO CANCEL THIS CONTRACT MAIL BY CERTIFIED OR REGISTERED MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CONTRACT OR ANY OTHER WRITTEN NOTICE TO Energy Gym, 36666 Bluewater Run West, #1, Selbyville, DE 19975 NOT LATER THAN MIDNIGHT OF THE DATE OF THE AGREEMENT (LINE 1 SECTION B). YOU MAY ALSO CANCEL THIS CONTRACT IF THIS SPA MOVES OR GOES OUT OF BUSINESS AND FAILS TO PROVIDE EQUAL FACILITIES WITHIN 15 MILES OF THE LOCATION DESIGNATED IN THIS CONTRACT. IF YOU CANCEL, THE HEALTH SPA MAY RETAIN OR COLLECT A PORTION OF THE CONTRACT PRICE EQUAL TO THE PROPORTIONATE VALUE OF THE SERVICES OR USE OF FACILITIES YOU HAVE ALREADY RECEIVED." (66 Del. Laws, c. 395, § 1.) NOTICE: ANY HOLDER OF THIS CONTRACT OR NOTE IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**THE FOLLOWING IS A WAIVER. READ IT BEFORE SIGNING.**

BY AFFIXING MY SIGNATURE TO THIS DOCUMENT, I UNDERSTAND AND AGREE THAT I AM LEGALLY BOUND BY ITS CONTENTS.

You have agreed to purchase a membership at a facility that allows you access at any time. As such, you are aware that there will be **no supervision or assistance**. You are also aware that if you are injured, become unconscious, suffer a stroke or heart attack, that there will likely be no one to respond to your emergency and this facility has no duty to provide assistance to you. Even though this facility is equipped with surveillance cameras, it is likely that should you require immediate assistance, none will be provided. We HIGHLY recommend that you have a workout partner accompany you while at the club, but it is entirely up to you. **Initial** \_\_\_\_\_

Because physical exercise can be strenuous and subject to risk of serious injury, the club urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You (each member, guest, or participant) agree that if you engage in any physical exercise or activity, or use any club amenity on the premises or off premises including any sponsored club event, you do so **entirely at your own risk**. You agree that you are voluntarily participating in the use of this facility **and assume all risks** of injury, illness, or death. We are also not responsible for any loss of your personal property. **Initial** \_\_\_\_\_

This waiver and release of liability includes, without limitation, all injuries which may occur, regardless of negligence, as a result of; (a) your use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training or instruction, (b) the sudden and unforeseen malfunctioning of any equipment and (c) your slipping and/or falling while in the club, or on the club premises, including adjacent sidewalks and parking areas. **Initial** \_\_\_\_\_

You acknowledge that you have carefully read this "waiver and release" and fully understand that it is a **release of liability**. You expressly agree to release and discharge the club, and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against the club for negligence, personal injury or property damage. **Initial** \_\_\_\_\_

Note: Should any part of this agreement be found by a court of law to be against public policy or in violation of any state statute or case precedence, then only that wording is removed and the remainder of this agreement will remain in full force.

**Signed:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_

**Dated:** \_\_\_\_/\_\_\_\_/\_\_\_\_