

TEAM REAL MEMBERSHIP AGREEMENT

CONTACT INFO:

NAME: _____
LAST FIRST MIDDLE

EMAIL: _____ BIRTH DATE: _____ DATE: _____

ADDRESS: _____
STREET APT CITY/STATE ZIP

CONTACT INFORMATION: (_____) (_____)
HOME TELEPHONE MOBILE PHONE

EMERGENCY CONTACT INFO:

CONTACT NAME: _____ RELATIONSHIP: _____ PHONE NUMBER: _____

HOW DID YOU HEAR ABOUT US?

SOCIAL MEDIA WEBSITE GOOGLE DRIVING BY REFERRAL FLYER OTHER

MONTHLY PACKAGES

OPEN GYM \$22 \$240 month or pay full year	ULTIMATE FIGHTER \$169 BJJ, MMA, Muay Thai, Bootcamp Fitness & Open Gym Access	KIDS MMA \$149 BJJ, Striking, Strength & Conditioning
	FIGHTER \$139 Muay Thai, Bootcamp Fitness & Open Gym Access	FAMILY CLASS PLAN \$250 Up to 4 members; each additional \$50
	BOOTCAMP \$109 Bootcamp Fitness & Open Gym Access	PERSONAL TRAINING AVAILABLE Inquire Within

\$40 ENROLLMENT FEE + TAX
30 DAY CANCELLATION POLICY

**Class-based members are allowed to use 2nd floor
for individual use only during **non-class sessions**.*



Agreement Duration and Automatic Renewal:

This AGREEMENT is enforced from the agreement start date and continues on a month-to-month basis, **RENEWING AUTOMATICALLY EACH MONTH.**

INITIALS _____

Cancellation Policy:

Members have a **GRACE PERIOD** of 3 days (72 hours) from the agreement start date. If cancelled within the grace period a full refund will be issued within 7 business days.

Once the grace period has expired the member on record (the billing member for the account) can cancel their membership at any time. However, 30 day advance notice is **REQUIRED** and a TEAM REAL cancellation form **MUST** be filled out in its entirety in order to cancel. Emails, texts, phone calls, etc. are not accepted for membership cancellations.

INITIALS _____

Recurring Fees and Credit Card Authorization:

I certify that I am the authorized user/signer of the credit card on record and agree to pay TEAM REAL a monthly recurring fee of \$_____ for my membership. This amount will be deducted monthly from my credit card.

INITIALS _____

I am required to inform TEAM REAL Management of any changes regarding the credit card on file. If the credit card fails to authorize for any reason a **\$10 LATE FEE WILL BE CHARGED** if a new credit card is not provided within 72 hours (3 calendar days) of the original rejection date.

INITIALS _____

CREDIT CARD INFO:

NAME ON CREDIT CARD: _____

CREDIT CARD # _____ EXP. DATE: _____ CSV: _____

I (**MEMBERS NAME**) _____ AUTHORIZE TEAM REAL TO WITHDRAW THE AMOUNT AGREED UPON IN THIS AGREEMENT MONTHLY ON THE FIRST OF EVERY MONTH.

MEMBERS SIGNATURE: _____

DATE: _____



WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

TEAM R.E.A.L. is a fully functional fitness club and sports performance facility, rentals, indoor sports leagues and personal training facility located at @ 2298 Arthur Kill Road, Staten Island, New York

I am executing this Waiver of Liability, Release, Assumption of Risk and Indemnification Agreement ("Agreement") in order to induce TEAM R.E.A.L. to permit Participant's use of said facilities and equipment, and participation in said programs and activities; and in consideration for TEAM R.E.A.L. permission for Participant to use TEAM R.E.A.L. sports performance and personal training facilities and equipment and to participate in TEAM R.E.A.L. athletic programs and activities; and, intending to legally bind myself, Participant, and any other parent or legal guardian of Participant and our heirs, executors, personal representatives, assigns and estates, and I hereby acknowledge, warrant and agree to the following:

1. Authority and Permission. As the parent or legal guardian of Participant, I have the authority to execute this Agreement on his/her behalf, and on behalf of any other parent or legal guardian of Participant, and I hereby grant my permission for Participant to use TEAM R.E.A.L. sports performance and personal training facilities and equipment ("TEAM R.E.A.L. Facilities"), and to participate in TEAM R.E.A.L. athletic programs and activities ("TEAM R.E.A.L. Activities").

2. Health of Participant. I hereby warrant and covenant that Participant has had a physical examination within the past year, and that (a) he/she is physically fit and able to participate in TEAM R.E.A.L. Activities and to use TEAM R.E.A.L. Facilities; (b) he/she suffers from no medical condition or illness that may hinder, impede, interfere with or adversely affect his/her ability to participate in TEAM R.E.A.L. Activities or to use TEAM R.E.A.L. Facilities; and (c) he/she suffers from no medical condition or illness that may be exacerbated, aggravated, triggered, or otherwise affected, by his/her participation in TEAM R.E.A.L. Activities or use of TEAM R.E.A.L. Facilities.

3. Acknowledgement of Risk. On behalf of myself, Participant, and any other parent or legal guardian of Participant, I hereby understand, agree and acknowledge that:

(a) Participant's use of TEAM R.E.A.L. Facilities and participation in TEAM R.E.A.L. Activities creates a potentially dangerous situation in which my child's property is at risk for damage, and my child is at risk for serious emotional and physical or bodily injury, including the potential for broken bones, severe injuries to the head, neck and back, partial or permanent disability, temporary or permanent paralysis, and death ("Risks"), despite measures to reduce, minimize or eliminate these Risks;

(b) The Risks associated with Participant's use of TEAM R.E.A.L. Facility and participation in TEAM R.E.A.L. Activities may be due to, among other things: (i) Participant's use of TEAM R.E.A.L. Facility and participation in TEAM R.E.A.L. Activities; (ii) another person's use of TEAM R.E.A.L. Facility and participation in TEAM R.E.A.L. Activities, including TEAM R.E.A.L. employees or agents; (iii) Participant's health or medical condition, which may be exacerbated, aggravated, triggered, or otherwise affected, by his/her use of TEAM R.E.A.L. Facility and

participation in TEAM R.E.A.L. Activities; (iv) the maintenance, inspection, repair, supervision or control of TEAM R.E.A.L. sports performance and personal training facility and equipment, or the failure to maintain, inspect, repair, supervise or control TEAM R.E.A.L. sports performance and personal training facility and equipment; (v) any latent or apparent defects or conditions in any equipment used at the TEAM R.E.A.L. Facility, or in the TEAM R.E.A.L. Facility; (vi) the failure to warn of a dangerous condition existing at the TEAM R.E.A.L. Facility, or associated with the use of TEAM R.E.A.L. Facility and participation in TEAM R.E.A.L. Activities; (vii) the instruction, acts, omissions, recommendations,

advice, care and/or treatment provided by an employee or agent of TEAM R.E.A.L.; and (viii) some other risk or other danger that is not reasonably foreseeable at this time; and

(c) These Risks may be caused, exacerbated or aggravated by Participant's own action or inaction, and/or the action or inaction of another.

4. Assumption of Risk. On behalf of myself, Participant and any other parent or guardian of Participant, I hereby understand, agree and acknowledge that the list of Risks identified in Section 3 herein is not complete or exhaustive; and that I freely and voluntarily signed up and paid for my child's use of TEAM R.E.A.L. Facilities and participation in TEAM R.E.A.L. Activities. Furthermore, on behalf of myself, Participant and any other parent or legal guardian of Participant, and on behalf of our heirs, executors, personal representatives, assigns and estates, I hereby knowingly and voluntarily assume and accept all Risks of injury, death, illness, disease, and damage to property, inherent in, associated with or arising from Participant's use of TEAM R.E.A.L. Facility and participation in TEAM R.E.A.L. Activities, as specified herein, and as may otherwise arise or result therefrom, and I hereby knowingly and voluntarily, forever release, discharge and agree to hold harmless TEAM R.E.A.L., and its members, owners, employees, officers, agents, representatives, heirs, successors and assigns, from any and all claims, demands, or causes of action, which are in any way connected with Participant's use of TEAM R.E.A.L. Facilities and participation in TEAM R.E.A.L. Activities ("Claim(s)"), including any such Claims which allege a negligent act or omission of or by TEAM R.E.A.L.; and to indemnify TEAM R.E.A.L., and its members, owners, employees, officers, agents, representatives, heirs, successors and assigns, for any and all costs, charges or expenses, including reasonable attorneys' fees, incurred in connection with any said Claim.

5. Insurance Coverage. On behalf of myself and on behalf of Participant, I hereby covenant, warrant and represent: (a) that Participant is fully protected by health insurance to cover any personal, emotional or bodily injury or damage which he/she may suffer in connection with his/her use of TEAM R.E.A.L. Facility and participation in TEAM R.E.A.L. Activities ("Participant's Injuries"); (b) that I shall continue to maintain and shall be responsible for maintaining such health insurance coverage at all times during Participant's use of TEAM R.E.A.L. Facility and participation in TEAM R.E.A.L. Activities; and (c) that I shall bear and be liable for any and all medical, hospital or related costs, damages, losses, and expenses incurred by as a result of Participant's Injuries.

6. Covenant Not to Sue and Agreement to Indemnify. On behalf of myself, Participant and on behalf of any other parent or legal guardian of Participant, I hereby understand, agree and acknowledge that by signing this Agreement, we are each voluntarily waiving any right to, and will be precluded from, suing or otherwise bringing any lawsuit, cause of action, or Claim (as defined herein) against TEAM R.E.A.L., and its members, owners, employees, officers, agents, representatives, heirs, successors and assigns, for any losses, injuries or damages in connection with, or pertaining to, any personal injury, property loss or death, suffered or sustained by Participant in connection with his/her use of TEAM R.E.A.L. Facility and participation in TEAM R.E.A.L. Activities, whether or not such losses, injuries or damages are caused solely or, in part, by the negligence, including ordinary negligence and gross negligence, recklessness, carelessness or fault of TEAM R.E.A.L., or its members, owners, employees, officers, agents, representatives, successors, assigns and customers. Furthermore, on behalf of myself, Participant and any other parent or legal guardian of Participant, I hereby covenant, warrant and agree that should any of us, or the heirs, representatives, assigns or estates of any of us, breach this Agreement by commencing a lawsuit, or by otherwise bringing a Claim against TEAM R.E.A.L., and/or its members, owners, employees, officers, agents, representatives, heirs, successors and assigns, as a result of a Participant's use of TEAM R.E.A.L. Facility and participation in TEAM R.E.A.L. Activities, pursuant to this Agreement, we shall be individually and jointly liable to TEAM R.E.A.L. for any and all costs, damages, losses, and expenses, including judgments,

finances, settlements, punitive damages and attorneys' fees, arising from any such threatened, pending or instituted Claim, whether civil, criminal, administrative or arbitral, and any appeal to such a Claim.

7. Damage and Injury Caused by Participant. On behalf of myself, Participant and any other parent or legal guardian of Participant, I hereby understand, agree and acknowledge that if Participant, in connection with his/her use of TEAM R.E.A.L Facility and participation in TEAM R.E.A.L Activities: (a) damages, harms or destroys, or causes any damage, harm or destruction to the TEAM R.E.A.L Facility, or to any of the equipment, fixtures, assets or property contained therein ("Damage by Participant"); or (b) harms, injures or causes the death of another person, through a negligent, careless, reckless or willful act ("Injury by Participant"), I hereby covenant, warrant and agree that we shall be fully and completely liable and responsible for: (i) the monetary amount of any and all costs, damages, losses, and expenses resulting from such Damage by Participant; (ii) the cost to repair or replace any equipment, fixtures, assets or property in or a part of the TEAM R.E.A.L Facility resulting from such Damage by Participant; and (iii) any and all medical, hospital or related expenses, and other costs, damages, losses, and expenses incurred by another person as a result of such Injury by Participant. Furthermore, on behalf of myself, Participant and any other parent or legal guardian of Participant, we hereby covenant, warrant and agree to completely defend, indemnify and hold TEAM R.E.A.L, and its members, owners, employees, officers, agents, representatives, successors and assigns, harmless for any and all costs, damages, losses, and expenses, including judgments, fines, settlements, punitive damages and attorneys' fees, arising from any threatened, pending or instituted Claim, whether civil, criminal, administrative or arbitral, and any appeal to such a Claim, in which TEAM R.E.A.L, or any of its members, owners, employees, officers, agents, representatives, successors and assigns, is joined as a party, or threatened to be joined as a party, resulting from, or in connection with, any such Damage by Participant or Injury by Participant.

8. Emergency Treatment. On behalf of myself, Participant and on behalf of any other parent or legal guardian of Participant, I hereby covenant, warrant and agree that if Participant, in connection with his/her use of TEAM R.E.A.L Facility and participation in TEAM R.E.A.L Activities, sustains an injury or illness, and I am not present or am not able to be reached via the telephone, we hereby give our permission for Participant to be given medical treatment as deemed appropriate and necessary under the circumstances, and/or to be transported to an appropriate medical facility. On behalf of myself, Participant and on behalf of any other parent or legal guardian of Participant, we hereby further covenant, warrant and agree to assume responsibility for all costs, charges and expenses associated with such medical treatment and transportation for Participant; and to completely defend, indemnify and hold TEAM R.E.A.L, and its members, owners, employees, officers, agents, representatives, successors and assigns, harmless for any and all costs, damages, losses, and expenses, including judgments, fines, settlements, punitive damages and attorneys' fees, arising from any threatened, pending or instituted Claim, whether civil, criminal, administrative or arbitral, and any appeal to such a Claim, in which TEAM R.E.A.L, or any of its members, owners, employees, officers, agents, representatives, successors and assigns, is joined as a party, or threatened to be joined as a party, resulting from, or in connection with, the administration of medical treatment, assistance or care to Participant, or the transportation of Participant to a medical facility, as permitted hereunder.

9. Protective Gear. I agree that I or Participant will wear approved protective gear as decreed by the governing body of the sport I am participating in. However, protective gear cannot guarantee the participant's safety. I further agree that a helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck, or spinal cord.

10. Governing Law. On behalf of myself, Participant and on behalf of any other parent or legal guardian of Participant, I hereby understand, agree and acknowledge that this Agreement is intended to be construed under the laws of the State of New Jersey, as broadly and inclusively as is permitted thereby; and that if any portion or provision of this Agreement shall be held invalid, illegal or unenforceable, this shall not affect the validity or enforceability of any other provision of this Agreement.

11. Acknowledgements. On behalf of myself, Participant and any other parent or legal guardian of Participant, I hereby understand, agree and acknowledge:

- (A) THAT I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT;
- (B) THAT I HAVE READ AND UNDERSTAND THIS DOCUMENT, AND AGREE TO BE BOUND BY ITS TERMS;
- (C) THAT I HAVE NOT RELIED ON ANY ORAL OR WRITTEN REPRESENTATIONS MADE BY OT SPORTS, OR ANY OF ITS MEMBERS, OWNERS, EMPLOYEES, OFFICERS, AGENTS OR REPRESENTATIVES;
- (D) THAT I AM FULLY AWARE OF, AND HAVE BEEN ADVISED OF THE POTENTIAL RISKS CONNECTED WITH PARTICIPANT'S USE OF OT SPORT'S FACILITY AND PARTICIPATION IN OT SPORT'S ACTIVITIES AND;
- (E) THAT I AM SIGNING THIS DOCUMENT VOLUNTARILY, AND OF MY OWN FREE WILL.

IF ONLY ONE PARENT OR GUARDIAN EXECUTES THIS AGREEMENT ON BEHALF OF PARTICIPANT WHO IS UNDER 18 YEARS OF AGE, THEN THE UNDERSIGNED PARENT OR GUARDIAN OF THE PARTICIPANT HEREBY COVENANTS, WARRANTS, REPRESENTS AND AGREES THAT HE OR SHE IS EXECUTING THIS AGREEMENT ON BEHALF OF, AND AS AGENT FOR, ANY OTHER INDIVIDUAL WHO MAY BE A PARENT OR GUARDIAN OF THE PARTICIPANT, AND THAT BY EXECUTING THIS AGREEMENT, THE UNDERSIGNED IS BINDING HIMSELF/HERSELF, THE PARTICIPANT, AND ANY OTHER PARENT OR GUARDIAN OF THE PARTICIPANT, AND ALL OF THEIR HEIRS, EXECUTORS, PERSONAL REPRESENTATIVE, ASSIGNS, AND ESTATES.

Date:

*Participant's Name (print): _____

*Date Of Birth: ____/____/____

Home Phone: _____ Cell Phone: _____ E-Mail: _____

*Address: _____ *City: _____ *State: _____ *Zip: _____

*Emergency Contact: Name _____ Relationship: _____

*Cell Phone: _____ *Please list any allergies: _____

*Signature: _____

*Drivers License #: _____