



**ASHEVILLE FAMILY FITNESS**  
**Physical Therapy & Spine Center**

**MONTHLY MEMBERSHIP REGISTRATION FORM**

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Male / Female

Primary / Best Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Current Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Emergency Phone: \_\_\_\_\_

Have you been here before? \_\_\_ No \_\_\_ Yes, for: Gym PT Massage Pool Swim Lessons Other: \_\_\_\_\_

How did you find out about us: Word of Mouth Sign Ad Internet / Social Media: \_\_\_\_\_

Other: \_\_\_\_\_

**Additional Person(s) on Membership:**

1. Additional Adult Name \_\_\_\_\_ Age \_\_\_\_\_ Date of Birth \_\_\_\_\_

Primary Phone \_\_\_\_\_ Email \_\_\_\_\_ Male Female

2. Additional Adult Name \_\_\_\_\_ Age \_\_\_\_\_ Date of Birth \_\_\_\_\_

Primary Phone \_\_\_\_\_ Email \_\_\_\_\_ Male Female

3. Additional Minor(age 13-17) Name \_\_\_\_\_ Age \_\_\_\_\_ Date of Birth \_\_\_\_\_

Primary Phone \_\_\_\_\_ Email \_\_\_\_\_ Male Female

**PAYMENT INFORMATION**

**No contract, BUT requires credit card # be safely kept electronically for drafting-see pg.2 for details**

Beginning Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Monthly Membership Cost: \$29.00 / person / month x \_\_\_\_ persons x \_\_\_\_ months \$ \_\_\_\_\_

( + ) Joining fee: \$29.00 / person x \_\_\_\_ persons \$ \_\_\_\_\_

( - ) First month discount for preferred members: \$ \_\_\_\_\_

**TOTAL DUE UPON SIGNUP: \$ \_\_\_\_\_**

Payment Date: \_\_\_\_\_ Amount Paid: \_\_\_\_\_ Cash Check Card

***NOTE:*** A \$20 service fee will be assessed for any charge / draft / payment returned for insufficient funds.

Member / Buyer (signature): \_\_\_\_\_ Date: \_\_\_\_\_

## MEMBERSHIP AGREEMENT

I, (printed name, "Buyer") \_\_\_\_\_ agree to the terms written herein and as described in this membership agreement and agree to fulfill the financial obligations to Seller ("AFFPT") as described in the following terms of this agreement ("Agreement").

\_\_\_\_\_ (Initial) DUES & FEES: Buyer agrees to pay initial membership dues specified on the front page of this Agreement at the time the Agreement is executed. Buyer understands that membership with AFFPT is on a month-to-month basis and Buyer agrees that each month's dues will be paid by the membership due date via EFT ("electronic draft") through AFFPT's card processor's safe & secure method. If Buyer is under eighteen (18) years of age, AFFPT requires an adult to guarantee payment. Any additional goods or services that include, without limitation, personal training, massage, or other services must be paid for at the time of registration or booking. Buyer agrees that AFFPT has the right to add to your dues any tax that the government may impose for the use of AFFPT facilities. Buyer acknowledges that AFFPT may also sell memberships at different rates and terms than yours and has the right to change fees at any time without prior notice to Buyer or Guest(s).

\_\_\_\_\_ (Initial) TERMINATION & BUYERS RIGHT TO CANCEL: Buyer may cancel this agreement within 3 calendar days of the date of this agreement if written notice to cancel is given to AFFPT either by U.S. mail or hand delivery to the address listed below. If notice is given by the close of business of the 3rd calendar day from the date of this agreement, all payments and notes executed by Buyer in connection with this agreement shall be returned to Buyer. North Carolina General Statutes requires that we, as the Seller of this pre-paid membership contract, must also refund to Buyer at least ninety percent (90%) of the pro-rata costs of any unused services AND all information of a personal or private nature including, but not limited to, answers to tests or questionnaires, photographs, evaluations, and background information if: (i) Buyer relocates more than eight (8) miles from present location and more than 30 miles from the Seller's facility or any substantially similar facility that will accept the Seller's obligation under this contract and Article; (ii). Seller relocates the facility more than eight (8) miles from its present location, or the services provided by the Seller are materially impaired; (iii). Buyer is unable to receive benefits from the Seller's services by reason of death or disability. NOTE: the Seller may retain a cancellation fee of \$50. Termination With or Without Cause: AFFPT may, at its option, terminate your membership if you (i) fail to make payment of membership dues under this agreement, (ii) any monthly payment is greater than 10 days late, (iii) monthly EFT payments or dues are interrupted or discontinued for any reason and you or your cosigner do not provide AFFPT with an acceptable alternative, (iv) you fail to follow any of AFFPT rules or regulations, (v) you violate any part of this agreement, or (vi) your conduct is improper or harmful to the best interest of AFFPT or its members. Termination is effective on the date any of these conditions are violated. Upon cancellation or termination, your right to use AFFPT facilities and programs ends and AFFPT can deny you access to such. If you owe AFFPT money when your membership ends, you still owe the money, and AFFPT can deduct it from any refund you may be due. If there is not enough money to cover the debt in the refund, you still must pay the balance. If necessary, AFFPT may refer delinquent accounts to an independent agency for collection and member will be responsible for all fees and additional charges associated with collections. If a monthly membership is terminated for any reason and Buyer chooses to re-enroll, Buyer must purchase a new membership.

\_\_\_\_\_ (Initial) TRANSFER OF MEMBERSHIP: Membership may be transferred to another person for a processing fee of \$50 (must be paid in full at time of transfer) if proof is provided of (i) Buyer moving more than thirty (30) miles from current AFFPT facility location or (ii) medical disability or death. All terms and conditions will apply to the new membership holder. If a Primary member cancels their membership, any Additional Adult under the Primary member's account will then become Primary member and the dues change to the current rates in effect at that time. New Primary member still must provide notice of cancellation under terms in previous section.

\_\_\_\_\_ (Initial) Buyer acknowledges that he/she has read and understood the terms and disclosures contained herein and the additional terms and conditions on pg. 3 prior to signing.

\_\_\_\_\_ (Initial) Buyer acknowledges that he/she is over the age of 18. If Buyer is under the age of 18, he / she is being represented by the above registered person, who is their legal guardian or custodian. Guardian / custodian takes full responsibility for this agreement and the use of any and all AFFPT facilities and services by the minor as agreed to in the terms and conditions herein.

## TERMS & CONDITIONS

- PARTIES:** This agreement is entered into as of the date indicated by the signature of the registrant / guest identified on the first page of this form (“*You*”) and *Asheville Family Fitness and Physical Therapy (AFFPT)*. *AFFPT* and you agree that by signing this agreement (“*Agreement*”), you are purchasing services from *AFFPT* and agree to all the terms in this Agreement. The terms “*You*” and “*AFFPT*” include persons, agents, representatives, officers, directors, shareholders, successors, affiliates, subsidiaries, and employees as the context requires. As such, both parties make this agreement on behalf of, and it binds, all these included persons and entities.
- USE OF FACILITIES:** Membership allows *You* access and use of *AFFPT* facilities, equipment, and services (collectively called “*Facilities*”) for the period of time for which the membership is paid and is in good standing, based on availability in regard to other users or participants, and only during *AFFPT* operation hours, which may be changed without prior notice to *You*. Membership does not give *You* any right or claim to the *AFFPT* property or operations. *You* agree to comply with all rules & regulations imposed by *AFFPT* regarding the use of the facilities and equipment. *You* agree to conduct yourself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose. *You* understand that *AFFPT* staff has the right to deny entrance or use of facilities to anyone not in compliance.
- AVAILABILITY OF FACILITIES:** *AFFPT* reserves the right to close its facilities for maintenance, selected holidays, and other hours at its sole discretion and may delete, change, discontinue, repair, or replace any part or all of the facilities without effect on this agreement. *AFFPT* may provide, at its sole discretion, programs, services, promotions, or equipment incidental to physical fitness and wellness and may discontinue, change, or modify the same at its sole discretion without prior notice to or recourse by *You* or your guests.
- REPRESENTATIONS & LIABILITY:** *You* understand and acknowledge that the use of exercise and aquatic equipment involves risk of serious injury, including permanent disability and death; and (a) Physical Condition: *You* represent that *You* are in good physical condition and have no medical reason or impairment that might prevent *You* from the intended use of *AFFPT* facilities or services; and (b) *You* acknowledge that **If *You* have any health or medical condition(s) that *You* have discussed them with your doctor before using *AFFPT* facilities or programs;** and (c) *You* accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and all losses of any type, which may occur to *You* in, on, or around the premises, including personal property contained in vehicle(s) or locker(s), or as a result of the use of the equipment or facilities or programs, regardless of whether such injuries or losses arise, in whole or in part, from negligence of *AFFPT* and its staff; and (d) *You* expressly agree to indemnify and hold harmless *AFFPT*, its employees, insurers, officers, directors, and associates against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by *You* or your guest(s).
- MISCELLANEOUS:** (a) *You* acknowledge that no *AFFPT* personnel, nor anyone else, made any representations or promises upon which *You* relied that are not stated in this agreement. This document contains the entire agreement between *You* and *AFFPT* and replaces any oral or other written agreement. If a court declares any part of this agreement invalid, it will not invalidate the remaining parts, which continue unaffected. If *AFFPT* does not enforce any right in this agreement for any reason, *AFFPT* does not waive its right to enforce it later. (b) *You* acknowledge your ample opportunity to review this agreement prior to signing it and that *You* understand its terms and are familiar with *AFFPT*’s rules and regulations.

Member / Buyer (signature): \_\_\_\_\_ Date: \_\_\_\_\_

Legal Guardian / Custodian (printed name): \_\_\_\_\_

Legal Guardian / Custodian (signature): \_\_\_\_\_ Date: \_\_\_\_\_