



## Application for Membership Agreement The Lab Martial Arts and Fitness Center LLC (“The Lab”)

PERSONAL INFORMATION						
Name(s):		Birthdate(s):				
Street Address:	City:	State/Zip:				
Billing Address (if different than street address above):	City:	State/Zip:				
Email:	Cell Phone:	Home Phone:				
How did you hear about The Lab?						
<table border="0"> <tr> <td style="vertical-align: top;"> <p>Adult Programs (16 years and older)</p> <p><input type="checkbox"/> Jiu Jitsu (\$xxx/month)</p> <p><input type="checkbox"/> Karate (\$xxx/month)</p> </td> <td style="vertical-align: top;"> <p>Children’s Programs (4-15 years)</p> <p><input type="checkbox"/> Jiu Jitsu (\$xxx/month)</p> <p><input type="checkbox"/> Karate (\$xxx/month)</p> <p><input type="checkbox"/> After School Program (\$xxx/month)</p> </td> </tr> <tr> <td colspan="2"> <p><input type="checkbox"/> 12-Month Membership, Monthly Payments (rates above)</p> <p><input type="checkbox"/> 12-Month Membership, Quarterly (every 3 months) Payments (10% discount)</p> <p><input type="checkbox"/> 1-Month Introductory Membership (10% discount-one time only)</p> <p><input type="checkbox"/> Family Discount (10% off memberships for two members in the same household, 25% off for three or more members in the same household)</p> <p><input type="checkbox"/> Multiple Programs Discount (10% off for multiple programs for a single member)</p> </td> </tr> </table>			<p>Adult Programs (16 years and older)</p> <p><input type="checkbox"/> Jiu Jitsu (\$xxx/month)</p> <p><input type="checkbox"/> Karate (\$xxx/month)</p>	<p>Children’s Programs (4-15 years)</p> <p><input type="checkbox"/> Jiu Jitsu (\$xxx/month)</p> <p><input type="checkbox"/> Karate (\$xxx/month)</p> <p><input type="checkbox"/> After School Program (\$xxx/month)</p>	<p><input type="checkbox"/> 12-Month Membership, Monthly Payments (rates above)</p> <p><input type="checkbox"/> 12-Month Membership, Quarterly (every 3 months) Payments (10% discount)</p> <p><input type="checkbox"/> 1-Month Introductory Membership (10% discount-one time only)</p> <p><input type="checkbox"/> Family Discount (10% off memberships for two members in the same household, 25% off for three or more members in the same household)</p> <p><input type="checkbox"/> Multiple Programs Discount (10% off for multiple programs for a single member)</p>	
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The undersigned (“Member”) hereby applies for membership at The Lab for the programs indicated above and, if accepted, agrees to the Terms and Conditions set forth below.

\_\_\_\_\_  
SIGNATURE OF MEMBER (Adult)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF PARENT/GUARDIAN  
ON BEHALF OF MINOR(S)

\_\_\_\_\_  
DATE



**The Lab Notice of Consumer Rights:**

1. Our registration number with the State's Consumer Protection Division is \_\_\_\_\_
2. We are not required to carry a performance bond under the Maryland Health Club Services law because we do not accept more than three months' payment in advance or charge initiation fees over \$200.
3. If The Lab is closed for a month or more, you are entitled to your choice of either an extension of the Agreement or a prorated refund. If the closing is not the fault of the business, we are entitled to choose.
4. You have the right to cancel this Agreement within three business days after receipt of a copy of this agreement. Cancellation must be in writing and delivered in person or by certified or registered mail. If you cancel, you are entitled to a full refund of all monies paid.
5. If you become disabled for at least 3 months during the membership term and the disability is confirmed in writing by a physician, you are entitled to an extension of the agreement. Since we are exempt from the bonding requirement, we cannot collect payments during a member's disability extension so that we are not holding more than three months' payment in advance.

This notice is an integral part of the application and contract for membership.

I have read the above Notice of Consumer Rights.

\_\_\_\_\_  
SIGNATURE OF MEMBER

\_\_\_\_\_  
DATE:



## TERMS AND CONDITIONS

1. General Policies and Rules: Execution of this Application for Membership Agreement (the "Agreement") entitles Member to access to The Lab's facility and to the instructional programs in which Member is enrolled. Member must sign in to The Lab's membership system prior to joining each class.

All Members have use of The Lab facilities and its programs subject to the terms of the Member Handbook provided upon joining, which The Lab may update from time to time.

\_\_\_\_\_ **Please initial indicating receipt of the Member Handbook.**

2. Term: This Agreement is for a term of 12 months, beginning on the date executed by Member.

This Agreement' automatically renews unless the member gives The Lab written notice at least ten (10) days prior to the commencement of the next renewal period.

\_\_\_\_\_ **Please initial indicating acceptance of the automatic renewal clause.**

Member may cancel this Agreement at any **other** time on three months' written notice to The Lab, or as otherwise set forth in this Agreement, below.

3. Dues: Member agrees to promptly pay all the monthly charges and dues after being accepted for membership. The first month's dues will be due upon signing this Agreement. Dues will be billed on the same day of the subsequent month and are due and payable with or without a statement. If delinquent more than 60 days, The Lab may cancel Member's membership and begin collection proceedings to satisfy Member's total membership obligations under this Agreement.

The Lab reserves the right to increase dues in the future with 30 days prior notice. The Lab reserves the right to increase dues by the amount of any tax currently levied or that may in the future be levied by the State of Maryland or any local jurisdiction.

4. Physical Condition & No Medical Advice:

By executing this Agreement and utilizing The Lab's facilities, Member represents that Member is in good physical condition and have no medical reason or impairment that might prevent Member from his or her intended use of The Lab's facilities or engaging in the martial arts of fitness training programs provided therein. As such, Member acknowledges that The Lab did not give Member medical advice before Member joined, and cannot give Member after joining, relating to Member's physical condition and ability to use the facilities. If Member has any health or medical concerns now or after joining, The Lab encourages Member to discuss them with Member's doctor before using the facilities. If Member knows or should know Member has any problem that might prevent Member from using all of The Lab's facilities or taking part in the activities therein and Member signs this agreement, Member agrees that membership is limited accordingly without discount.

5. Liability for Property: The Lab is not liable to Member for any personal property that is damaged, lost, or stolen while on or around The Lab's premises including, but not limited to, a vehicle or its contents or any property left in a locker.



6. Liability Waiver Assumption of the Risk Release: The Lab provides martial arts and fitness programs, including programs based on grappling (e.g., Jiu Jitsu, Wrestling, Judo, etc.) and striking (e.g., Karate, Boxing, Kickboxing, etc.) martial arts, as well as other fitness programs, including yoga, cardio conditioning, and similar activities. MEMBER SHOULD BE AWARE THAT PRACTICE OF ANY MARTIAL ART OR OTHER PHYSICAL EXERCISE INVOLVES RISKS, INCLUDING RISK OF SERIOUS INJURY, AGGRAVATION OF EXISTING MEDICAL CONDITIONS OR DEATH. MEMBER IS ENCOURAGED TO CONSULT WITH A PHYSICIAN PRIOR TO BEGINNING ANY MARTIAL ARTS OR FITNESS PROGRAM.

Use of The Lab facilities and/or taking part in any martial arts or fitness program involves the risk of injury whether Member or someone else causes it. Specific risks vary from one activity to another and the risks range from minor injuries to catastrophic injuries including death. In consideration of Member's participation in the activities offered by The Lab, Member understands and voluntarily accepts this risk and agrees that The Lab, its owners, affiliates, officers, managers, employees, volunteers, agents and independent contractors will not be liable for any injury, including, without limitation personal, bodily, or mental injury, economic loss or any damages to Member, Member's spouse, guests, child, unborn child, or other relatives resulting from the negligence of The Lab or anyone on The Lab's behalf or anyone using the facilities whether related to The Lab's martial arts and fitness programs or not. Member also agrees that The Lab and its owners, managers, employees, volunteers, agents and contractors will not be liable for any injury that occurs on The Lab's property including the facility or the adjacent property utilized by The Lab. Further, Member understands and acknowledges that The Lab does not manufacture fitness or other equipment at its facilities, but purchases and/or leases equipment. Member understands and acknowledges that The Lab is providing recreational services and may not be held liable for defective products. By signing this Agreement, Member acknowledges and agrees that he or she has read the foregoing and knows of the nature of the activities at The Lab and agrees to all the terms of this Agreement and acknowledges that Member has received a copy of it and the Member Handbook.

It is agreed that all use of The Lab will be undertaken by Member at his or her own risk. The Lab expressly disclaims all warranties, express or implied. It is further agreed that The Lab, its owners, members, managers, employees, representatives, and agents will not be liable for any damages - direct, consequential, exemplary, special, punitive, or otherwise - arising from personal injuries sustained by Member on or about The Lab's premises or as a result of Member's use of the equipment therein. Member's sole and exclusive remedy for breach by The Lab will be the return of any pre-paid membership dues. Member accepts full responsibility of any injuries or damages that may occur to the Member on or about The Lab's premises and further agrees that The Lab will not be liable for any damage, loss or theft of Member's personal property. Member does hereby fully and forever release, discharge and indemnify The Lab, its owners, members, managers, employees, representatives, and agents from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether they be known or unknown, anticipated, or unanticipated, resulting from or arising out of Member's use or intended use of The Lab and equipment therein.

7. Member's Physical condition: Member represents and warrants that Member is in good physical condition and that he or she has no disability, impairment or ailment preventing him or her from engaging in active or passive exercise or that may be detrimental or inimical to his or, her health, safety, comfort, or physical condition if he or she does so engage or participate.



8. Indemnification: Member agrees to indemnify and hold The Lab harmless for any and all liability, loss, claims, expenses (including reasonable attorney's fees), and other damages (collectively, "Damages") resulting from a breach of this Agreement or caused by member in (connection with is or her use of The Lab or the equipment therein, including property damage and personal injury or death.
9. Additional Fees: Member will be subject to the following additional fees:
  - A 1.5% monthly finance charge (18% annually) is added to past due accounts.
  - There will be a \$20 late fee if the EFT is declined.
  - There will be a \$40 fee on any check returned to The Lab for insufficient funds.
10. Rules and Regulations: Member agrees to abide by the rules and regulations that may be promulgated from time to time by The Lab in public postings at the Lab Facility (e.g., notices and signs) bulletin boards, and in the Member Handbook. Member agrees that violation of such rules and regulations may cause Member's membership to be immediately terminated at the sole discretion of The Lab.
11. Default: If Member in any way defaults in the performance of his or her obligations under this Agreement, then The Lab may immediately demand and be entitled to payment of all unpaid installments. If Member's failure to pay any one or more of the payments due under this Agreement results in The Lab retaining an attorney for collection of the payments due hereunder, Member will be responsible for the payment of court costs and reasonable attorney fees.
12. Unavailability of Facility: The Lab reserves the right, and without prior notice to Member, to temporarily close The Lab or a portion thereof, for remodeling, improvements or repairs. The Lab rep reserves the right to permanently close The Lab, and in such event, the Member's membership will be terminated.
13. Closure, Move or Sale of Club: The Lab may permanently close its current facility and move to a comparable new or existing facility within 10 miles of the closed facility. If the program Member is enrolled in is unavailable during such transfer, The Lab will extend Member's membership, without dues, for the same period Member's program is or unavailable. If The Lab cannot transfer a Member's membership upon a permanent club closure or move, this Agreement ends on the date of closing. As such, Member will not have to pay further monthly dues and The Lab will refund any unused prepaid dues. The Lab reserves the right to transfer, sell or assign this Agreement in the event of sale of The Lab to a third party.
14. Use of Facility: Member agrees to be subject to the control and guidance of all The Lab staff while on The Lab's premises and will follow the instructions of the staff. Member agrees to conduct himself or herself in a quiet, well-mannered fashion while on The Lab's premises. In the event of an accident or injury, Member agrees up request by The Lab to be examined at Member's sole expense by a licensed physician and Member agrees to complete and return The Lab's accident and injury report form to The Lab.
15. Guests: Membership does not include the right to extend the use of The Lab to guests. Notwithstanding the previous sentence: (i) any act or omission of a Member's guest will be deemed



to be an act or omission of the Member for the purposes of this Agreement; and (ii) if Member's guest makes a claim against The Lab for personal injury or otherwise, then Member will indemnify and hold The Lab harmless from any and all Damages arising from such claim(s).

16. Minors: Use of the facility by minors is only allowed parent or guardian approval and approval of The Lab. Where Member has signed this Agreement on behalf of a minor or minors ("Minor"), Member shall ensure such Minor abides by all the terms and conditions of this Agreement, including the terms set forth in the Member Handbook. Member further agrees that (i) any act or omission of Minor will be deemed to be an act or omission of the Member for the purposes of this Agreement; and (ii) if Minor makes a claim against The Lab for personal injury or otherwise, then Member will indemnify and hold The Lab harmless from any and all Damages arising from such claim(s).
17. Damages: Members are expected to pay for any damages they cause to the facility with the exception of normal wear and tear.
18. Disability or Death: If Member becomes disabled for at least 3 months during the membership term and the disability is confirmed in writing by a physician, the Member is entitled to an extension of the agreement. Such disability must physically prevent Member from participating in The Lab's activities. Upon written notice of a Member's death, this Agreement will terminate pursuant to the terms of this section. Member and/or Member's estate is not entitled to any refund for used fitness services on cancellation or suspension of this agreement pursuant to this section. In order to suspend or terminate this Agreement pursuant to this section, Member or Member's estate, as appropriate must provide written notice and physician's writing. Termination or suspension is effective as of the date of the event or the last date Member last used The Labs' facilities, whichever is later. If such notice is late or lacks proof, The Lab may set the effective date when The Lab receives the notice. Such notice shall be sent to:

The Lab  
Attn: Office Manager  
26 Creamery Lane  
Easton, Maryland 21601.

19. Termination for Cause by The Lab: The Lab may, at its option, terminate Member's membership if (a) Member fails to complete all signature lines and required initial blocks, (b) Member fails to make timely payments under any payment plan, (c) any monthly payments or dues are late, (d) the regular EFT or Credit Card payments or dues are interrupted or discontinued for any reason and Member does not provide an acceptable alternative, (e) Member fails to follow any of The Lab's membership policies or club rules or violate any part of this agreement, or (f) Member's conduct is improper or harmful to the best interest of The Lab or its members in the sole discretion of The Lab. Termination is effective on the date The Lab mails a written notice to Member's last known address. Member shall be liable for all financial obligations until that date.
20. Termination Without Cause by The Lab: The Lab reserves the right to terminate Member's membership upon written notice to the last known address of Member for any reason not stated above and if not prohibited by law, which termination notice shall be accompanied by any unused prepaid dues.



21. Effect of Termination & Financial Obligation: Upon cancellation or termination, Member's right to use of The Lab's facilities ends and The Lab can deny access to any or all of The Lab's premises. If Member owes The Lab money when the membership ends, the Member shall still owe such money, and The Lab will deduct it from any refund to which Member may be entitled.
22. General: The provisions of this Agreement are severable. If, any provision of this Agreement is declared to be void, not valid or unenforceable, it is the intention of the parties to this Agreement that the remainder of this Agreement remain valid and enforceable.

This Agreement and the rules and regulations referenced herein represent the entire agreement between The Lab and Member and replaces any oral or other written agreement.

The Lab will have all rights and remedies provided by law and the remedies provided in this Agreement are cumulative.

The laws of the State of Maryland govern this Agreement. Any litigation or other court action with respect to any matter arising from or in connection with this agreement shall be conducted in the courts of Talbot County, Maryland, and each party hereby submits to jurisdiction and consents to venue in such courts.

If The Lab does not enforce any right in this agreement for any reason, The Lab does not waive its right to enforce such rights at a later date.



## AUTHORIZATION FOR DUES DIRECT PAYMENTS

Account type:  credit card  bank or credit union account (please attach a cancelled check)

Account holder name:

Name of Bank/Credit Union/Credit Card:

Account number:

Routing number (Bank or Credit Union Account):

Security code (Credit Card):

Expiration date (Credit Card):

Membership amount to be debited  monthly  quarterly: \$ \_\_\_\_\_

By signing this Authorization, I authorize The Lab to charge, or to initiate transfers from, the account designated above for the purpose of making the payments which I owe to The Lab either monthly or quarterly, as I have indicated, until all of my obligations are paid under the agreement, or until the applicable membership is terminated or cancelled, whichever occurs first. This Authorization will remain in full force and effect during the term of this membership agreement until cancelled by The Lab, or until The Lab receives my written revocation at 26 Creamery Lane, Easton, MD 21601. I understand that I may stop any ACH Debit (checking, savings and debit card) by notifying the financial institution named above at least 3 days before the scheduled date of the transfer. I also understand that the charges and transfers authorized by my signature below are different from the transfers (if any) authorized by any other agreement with The Lab, and that such charges and transfers are likely to occur on dates which are different than the dates designated above. Cancellation or revocation of this authorization, or stopping any payment hereunder, does not affect any other payments authorized on the date of this Agreement or in the future.

I understand and acknowledge that the amounts debited to my account may vary each month between the amount shown above, due to a change in monthly dues, additional purchases, past unpaid dues, applicable taxes, and other fees and charges. I understand that I have the right to receive notice in writing at least 10 days in advance of any ACH Debit (checking, savings and debit card) that will fall outside of this range. I confirm that I am authorized under the terms of the applicable agreement with my financial institution (the "Bank Agreement") to use the account I have designated for the purchase of goods and services from The Lab. I certify that all statements made in this payment authorization are true and correct to the best of my knowledge. I understand that any failure by the applicable institution to pay any charge in full does not release me from any liability for obligations owing to The Lab. I agree to comply with my Bank Agreement at all times that this authorization is in effect

\_\_\_\_\_  
SIGNATURE OF MEMBER

\_\_\_\_\_  
DATE: