



Missoula, MT
Phone: (406) 251-3344
peakmissoula.com

NONMEMBER PARTICIPANT AGREEMENT

For Office Use Only:

Date Received: _____ Initialed: _____

Member Name : _____ Date of Birth: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Swim Lessons Pilates Personal Training

SWIM LESSONS ONLY:

Child's Name: _____ Date of Birth _____

Child's Name: _____ Date of Birth: _____

Child's Name: _____ Date of Birth _____

Child's Name: _____ Date of Birth _____

This Gym Membership Agreement applies exclusively to nonmember participants, exempting them from monthly dues. By signing this agreement, participants acknowledge that access is limited solely to specific services, such as swim lessons and CoreAlign Pilates, with payments due at the time of service. The agreement explicitly restricts access to the weight room, cardio deck, and general gym facilities, including weights and equipment. The gym reserves the right to charge participants accordingly for the agreed-upon services, and prompt settlement of fees is required to maintain access to those services.

REQUEST FOR PREAUTHORIZED PAYMENT



I/We hereby request the privilege of paying to ABC Fitness Solutions, LLC ("The Company"), Sherwood, AR 72124, and further authorize the Company to draw items (checks, electronic fund transfers, charge card) for the purpose of paying said payments, including any late fees or service fees, on the account of:

REQUIRED FOR ALL EFT AND CREDIT CARD DRAFT ACCOUNTS

CARD TYPE ACCOUNT NUMBER EXPIRATION MM/YY CARD OWNER

Subject to the following conditions: (1) By signing below, You authorize the Company to make a one-time debit or charge to Your account or card in the amount stated above. If this payment is returned for Non-Sufficient Funds (NSF), You authorize the Company to make a one-time electronic fund transfer (EFT) from Your account to collect an NSF fee. (2) One-Time Transfers: When You provide a check as payment, You authorize the Company either to use information from Your check to make a one-time EFT from Your account or to process the payment as a check transaction. When the Company uses information from Your check to make an electronic fund transfer, funds may be withdrawn from Your account as soon as today's date. (3) The items outlined in Your Membership Agreement (monthly dues, annual fees, enrollment fees, etc.) shall continue to be drawn on or about the date or dates set forth in the Membership Agreement. By signing below, You authorize the Company to draft via EFT said amounts from the account or card identified herein. The transactions on Your bank, debit, or credit card statement shall constitute receipts for payment on Your account. (4) If the regular payments set forth in the Membership Agreement should vary in amount, You are entitled to notice at least 10 days before each payment of when it will be made and how much it will be. However, by executing this preauthorization, You choose to instead get this notice only when the payment would differ by more than \$50.00 from the most recent payment You have made. (5) By executing this Agreement, You acknowledge Your awareness that certain disclosures required by the Electronic Funds Transfer Act and its regulations are available for Your review at the Company's website: www.abcfitness.com under Terms of Service. (6) The privilege of making EFT payments under this arrangement may be revoked by the Company if any item is not paid upon presentation. (7) If this preauthorization payment arrangement is revoked for any reason, this does not release You from Your obligation under Your Membership Agreement. (8) If any payment is not paid upon presentation to Your bank or credit/debit card company for any reason, a service fee will be assessed and drafted. A late fee will be assessed and drafted should any monthly payment become past due. (9) By executing this Agreement, You authorize Club and Club's agents, including its third party payment processing companies ("Club's Agents"), to store the account or card information provided by You on or in relation to this Agreement and/or Your Club Membership Agreement ("Club Agreement"), as well as any other account or card information provided by You through any means to Club or Club's Agents (including information provided in person, online or over the phone) for purposes of making any payment in relation to this Agreement and/or Your Club Agreement (hereinafter, "Payment Information"). Club and/or Club's Agents will use the stored Payment Information to process payment of all dues, fees, taxes, purchases and incidental charges that are due or will become due, including all items on the Payment Schedule, fees identified in Your Club Agreement, membership-related obligations, retail transactions, personal training purchases, group exercise purchases, childcare fees, or other purchases. Club and/or Club's Agents may also use the stored Payment Information to process payments owed in relation to all subsequent agreements entered between You and Club. The fixed dates or intervals on which transactions will be processed and the transaction amounts (including all associated fees, taxes and charges) and/or a description of how they will be calculated, are more specifically set forth in the Payment Schedule and other terms of Your Club Agreement. If Your Club Agreement will automatically renew at the end of the Term defined therein, the stored Payment Information will be used to process payments owed in relation to the renewal term. This consent to store Payment Information will not expire unless it is expressly revoked. The general cancellation and refund policies provided in Your Club Agreement will apply to this consent. If any changes are made to the terms of this consent, an e-mail notifying you of such changes will be sent to the e-mail address provided by You on the face of Your Club Agreement or, if an e-mail is not provided, notice will be sent to the mailing address provided on Your Club Agreement. (10) This preauthorization payment arrangement shall apply to the following Applicant(s)

Account Holder Signature: _____

Additional Terms and Provisions:

GENERAL: Member has joined the Club designated on the reverse side of this Agreement. Club may allow Member to use other Club facilities at its sole discretion. Club reserves the right to add or eliminate locations and facilities available to Member. The hours of operation will be set by Club and may be changed at any time in its sole discretion. Club expressly reserves the right to add to, eliminate, or alter any program, equipment, furniture or fixture when deemed necessary or desirable in its sole discretion. The information on this Agreement is the property of PEAK Health & Wellness and its subsidiaries. Membership does not confer on Member any ownership interest in Club or any of its property. Club reserves the right to change the amount of dues and charges payable.

ACCOMMODATION: The Club's goal is to make all members and guest feel welcomed and respected. Any member or guest that requires an accommodation due to disability, for gender equality, or any other areas of need, should contact a member of management.

PEAK POLICIES: By initialing below Member acknowledges the existence of and the need for rules and regulations governing use of Club's equipment and facilities and participation in programs and services (the "PEAK POLICIES"). Member acknowledges receipt of a copy of the Rules and Regulations and agrees to comply with the Rules and Regulations as presently in effect or as they may hereafter be modified, amended or supplemented. Club reserves the right to modify, amend or supplement the Rules and Regulations from time to time in its sole discretion. Club may cancel Member's membership at any time for breach of the Rules and Regulations or generally undesirable behavior, as determined by Club in its sole discretion, and Member will not be entitled to a refund of any portion of registration fees or dues paid to the date of cancellation, unless otherwise required by law.

LIABILITY FOR PERSONAL PROPERTY: Club shall not be liable to Member or any of Member's guests or invitees for any personal property that is damaged, lost or stolen while on or around the Club premises including, but not limited to, a vehicle or its contents or any property left in a locker. Member shall be liable to Club for any damage to Club for any damage to Club's facilities or any equipment, furniture or fixture located thereon caused by Member or any Member's guests or invitees.

LOCKER ROOM/FACILITIES ETIQUETTE: The Club requires all members and guest to be covered with a top and bottom. Regardless of gender, tops are required for all. Not all individuals are comfortable around nudity, therefore when using the locker room/sauna, you are to remain covered unless showering, drying off, or changing clothes. Failure to maintain a level of decency may be grounds for removal of locker room access.

PAYMENT DEFAULT: If member fails to pay any amount when due under this Agreement, Club shall be entitled, at any time in its sole discretion, to suspend or cancel Member's membership and to require Member to immediately pay all past due balances. Suspension or cancellation shall not relieve Member from the obligation to pay any unpaid balances. Any payments owing from Member to Club that are not received when due will receive a late fee or shall bear interest at the highest rate permitted by law. If Member fails to pay any amount due to Club when due, Member shall pay all costs and expenses of collection incurred by Club, including reasonable attorney's fees and expenses.

PHOTO RELEASE WAIVER: Member grants permission to The PEAK Health and Wellness to use photographs and/or video of member taken at any PEAK Health and Wellness facility or any PEAK Health and Wellness sponsored event in publications, news releases, online, and in other communications related to the mission of The PEAK Health and Wellness. Member understands that no Royalty, fee or other compensation shall be payable upon use.

HEALTH REPRESENTATIONS AND AGREEMENTS: Member represents and warrants to Club that Member is in good physical condition and has no medical reason or impairment that could prevent Member from his or her intended use of Club's facilities. Member acknowledges that Club has not given Member any medical advice before Member joined Club and cannot give Member any such advice after Member joins Club, whether related to Member's physical condition and ability to use the facilities and services of Club or otherwise. Member acknowledges and agrees that Member will discuss any health or medical concerns with Member's physician or other health professional before using Club's facilities.

NO WARRANTIES: Member agrees that no warranties representations or agreements of merchantability, fitness for a particular purpose, or otherwise, express or implied, were made to Member by Club, except any such warranties made in writing and signed by an officer of the Club.

WAIVER OF LIABILITY; ASSUMPTION OF RISK: You (Member and all guests and parents signing on behalf of any child under 18) agree that if you engage in any physical exercise or activity or use any Club facility on the premises, you do so at your own risk and assume the risk of any and all injury and/or damage while engaging in any physical exercise or activity or use of any Club facility on the premises. Your assumption of risk includes, without limitation, your use of any exercise equipment (mechanical or otherwise), the locker room, sidewalk, parking lot, stairs, pool, whirlpool, sauna, steam room, racquet courts, basketball courts, lobby area, or any equipment in the Club facility. Member agrees to assume the risk in his or her participation in any activity, class, program, instruction, or Club-sponsored event. You agree that you are voluntarily participating in the aforementioned activities and using the Club facilities and premises and assume all risk of injury, illness, damage, or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property. You agree on behalf of yourself (and all your personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge Club (and all affiliates, employees, agents, representatives, successors, and assigns) from any and all responsibilities, liabilities, claims or causes of action (known or unknown) from injuries or damages arriving our of or connected with my attendance at the Club, my participation in all activities at the Club, my use of equipment of machinery, or any act or omission, including negligence, by the Club, or any of its affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any exercise equipment or facilities which may malfunction or break, (b) Club's improper maintenance of any exercise equipment or facilities, (c) Club's negligent instruction or supervision, including personal training, or any other form of negligence by the Club or any employee of the Club, and (d) you slipping and falling while on the facility or any portion of the premises for any reason, including Club's negligent inspection or maintenance of its facility. You also agree to waive any rights that you may have to commence an action or recover damages for any injury at the Club facility to any minor child who is a guest or member. By execution of this Agreement, you hereby agree to indemnify and hold harmless Club from any loss, liability, damage, or cost Club may incur due to your presence at the Club facility. You further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the law in the State of Montana and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. **BY INITIALING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. YOU ARE AWARE AND AGREE THAT BY EXECUTING THIS WAIVER AND RELEASE, YOU ARE GIVING UP YOUR RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST CLUB FOR ITS NEGLIGENCE, OR FOR ANY DEFECTIVE PRODUCT ON ITS PREMISES. YOU HAVE READ AND VOLUNTARILY SIGNED THE WAIVER AND RELEASE AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.**

MISCELLANEOUS: (i) This Agreement shall be governed by the laws of the State of Montana without regard to principles of conflicts of laws, (ii) this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns, (iii) this Agreement and the rights and obligations hereunder shall not be assignable or transferable by Member without the prior written consent of Club. Consent may be withheld in Club's absolute discretion, (iv) if any term or provisions of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, minimum extent for such to be enforceable (v) all notices permitted or required to be given to Club hereunder shall be given by personal delivery or by certified mail, return receipt requested, and addressed to the Club at the address listed above, (vi) to the extent permitted by law, Member waives any and all rights to an jury trial, and (vii) this Agreement constitutes the entire and exclusive agreement between the parties related to the subject matter and cancels and supersedes prior promises, representations, understandings and/or agreements between the parties related to the subject matter; provided; however, that this Agreement shall not supersede or cancel any other service agreements between Member and Club that do not relate to the subject matter herein (fitness service agreements, locker agreements, towel agreements, etc.). This Agreement may be modified only by an instrument in writing signed by all parties; however, the Club or any assignee of this Agreement is authorized to correct patent errors in the Agreement (and other related documents).

CONTACT: Member affirms, acknowledges, and attests that Member's mailing address, telephone number, cellular telephone number, and e-mail address provided on the face of this agreement are accurate and were provided by Member voluntarily. Subject to applicable law, Member agrees that PEAK Health & Wellness and ABC Fitness Solutions, LLC, including its agents, affiliates, and vendors, not limited to it's debt collection agencies or attorneys, may contact Member at any mailing address, telephone number, cellular telephone number, or e-mail address set forth on the face of this agreement, or subsequently provided by Member to PEAK Health & Wellness and/or ABC Fitness Solutions, LLC. If you reply STOP to opt out of text alerts, the opt out will apply to text alerts only.

E-SIGN CONSENT: Certain laws and regulations may require PEAK Health & Wellness and/or ABC Fitness Solutions, LLC to provide Member with written notices and disclosures on paper. With Member's consent, this information may be provided to Member electronically. Member's consent hereto shall apply to each and every disclosure, notice, agreement, statement, term and condition, and any other information (collectively, the "Documents") that PEAK Health & Wellness and/or ABC Fitness Solutions, LLC may provide Member. Member's consent to receive the Documents electronically shall continue until expressly withdrawn by Member. Notwithstanding, Member may request a paper copy of all electronic Documents by contacting PEAK Health & Wellness and/or ABC Fitness Solutions, LLC, and requesting a paper copy. Member may withdraw its consent at any time by notifying the customer service department of PEAK Health & Wellness and/or ABC Fitness Solutions, LLC. Upon withdrawing consent, Member shall no longer receive the Documents electronically. Member acknowledges that withdrawing consent may result in additional fees for Member's receipt of the Documents. Member agrees to maintain a valid email address with PEAK Health & Wellness and/or ABC Fitness Solutions, LLC, and to promptly notify PEAK Health & Wellness and/or ABC Fitness Solutions, LLC of any changes to Member's email address. If Member has provided another type of electronic contact information, such as a phone number, then Member may change that contact information by contacting the customer service department of PEAK Health & Wellness and/or ABC Fitness Solutions, LLC. To access, view and receive the Documents electronically, Member agrees and acknowledges that they must have: (i) a computer, mobile device, tablet or smartphone, (ii) a version of internet browser software that is up-to-date and supported by Member's electronic device, (iii) an internet connection, (iv) software that is capable of accurately reading and displaying electronic PDF files, (v) a computer or electronic device operating system capable of supporting the items above, and (vi) a printer or electronic storage device if Member desires to print any electronic Documents. Member acknowledges that they may also need a certain brand or device that can support applications intended for Member's electronic mobile devices, tablets, and smartphones. In the event the required software or hardware is modified in such a way that would create a material risk to Member to access the Documents electronically, then PEAK Health & Wellness and/or ABC Fitness Solutions, LLC will notify Member following such material modification. **By accepting the terms of this Agreement, Member does hereby agree to the terms and conditions of this entire document and consents to the same therein. Member does also confirm that Member has the software and hardware described above, and that Member has the means necessary to access, view, and receive this and any other Documents sent electronically, and that Member has provided a valid and active email address to PEAK Health & Wellness and/or ABC Fitness Solutions, LLC**

Nonmember/Guardian: _____

Date: _____

PEAK Employee: _____

Date: _____