



REGISTRATION/MEMBER FORM

23600 State Road 54
Lutz, Florida 33559
(813) 949-4120 / (813) 964-1814

MEMBERSHIP ONLY
(Must complete Exhibit "A" attached)

ADD GROUP TRAINING
(Class schedule and number of classes is subject to change without notice)

PERSONAL TRAINING TRAINER: _____

OTHER: _____

How did you hear about J.A.K.E. Fitness? _____

YOUR INFORMATION (please print):

Full Name: _____

Address: _____

Phone: (H) _____ (Cell) _____ Age _____

Email: _____ (your information is never distributed to any third parties)

Please list any medical conditions that you feel could affect your participation:

EMERGENCY CONTACTS:

Name: _____

Phone: _____

Physician: _____

Phone: _____

AUTHORIZATION FOR EMERGENCY MEDICAL TREATMENT:

If I should become ill, injured or incapacitated during a J.A.K.E. Fitness activity, I understand that J.A.K.E. Fitness will contact the person I have designated above. If any J.A.K.E. Fitness representatives are unable to receive a response from me and are unable to reach the designated emergency contact, they are authorized to contact my physician and/or arrange for immediate emergency treatment that may be necessary to insure my health and safety.

Client's signature: _____

Date: _____

RELEASE FROM LIABILITY:

I wish to participate in J.A.K.E. Fitness's activities. I understand that even when reasonable precaution is taken, accidents may happen. Therefore, in exchange for J.A.K.E. Fitness allowing me to participate in J.A.K.E. Fitness activities, I understand and expressly acknowledge that I release J.A.K.E. Fitness Incorporated and its staff members/contractors from all liability for any injury, loss or damage connected in any way whatsoever to J.A.K.E. Fitness's activities whether on or off the premises of J.A.K.E. Fitness or offsite location. I understand that this release includes any claims based on negligent action or inaction of the J.A.K.E. Fitness employees, contractors, owners, members, clients or guests. In the event I decide to no longer participate in J.A.K.E. Fitness activities, I am aware that I am not entitled to any refund of fees paid. I will provide J.A.K.E. Fitness 30 days notice if I decide to no longer participate in J.A.K.E. Fitness activities. I have read and I am voluntarily signing this authorization and release.

____ 24 hours notice for cancellation is required. Personal training sessions must be used within 12 months from date of purchase

I have read this form and I am willing to assume any and all risk that may be associated with my participation in any and all activities provided by J.A.K.E. Fitness Incorporated.

Client's signature: _____

Date: _____

EXHIBIT "A"

MEMBERSHIP AGREEMENT

(Attachment to J.A.K.E. Fitness Incorporated Registration/Member Form)

J.A.K.E. Fitness Incorporated, LLC is registered with the State of Florida as a Health Studio Facility, registration number HS8549.

Please carefully read the following:

- 1) You are entitled to a **penalty-free cancellation of the agreement within 3 days, exclusive of holidays and weekends, of its making, upon the mailing or delivery of WRITTEN NOTICE TO THE HEALTH STUDIO MANAGEMENT** and refund upon such notice of all monies paid under the agreement, except that the health studio may retain an amount computed by dividing the number of occasions health studio services are to be rendered into the total contract price and multiplying the result by the number of complete days that have passed since the making of the agreement or, if appropriate, by the number of occasions that health studio services have been rendered. A refund shall be issued within 30 days after receipt of the notice of cancellation made within the 3-day provision. **The effective date of this agreement is as dated below.**
- 2) Cancellation and refund of the agreement if the contracting business location of the health studio goes out of business, or moves its facilities more than five (5) driving miles from the business location designated in such agreement and fails to provide, within 30 days, a facility of equal quality located within five (5) driving miles of the business location designated in such agreement at no additional cost to the buyer.
- 3) Notice of intent to cancel by the buyer shall be given in writing to the health studio. Such a notice of cancellation from the consumer shall also terminate automatically the consumer's obligation to any entity to which the health studio has subrogated or assigned the consumer's agreement. If the health studio wishes to enforce such agreement after receipt of such showing, it may request the department to determine the sufficiency of the showing.
- 4) If the Florida Department of Agriculture & Consumer Services determines that a refund is due the buyer, the refund shall be an amount computed by dividing the agreement price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The business location of a health studio shall not be deemed out of business when temporarily closed for repair and renovation of the premises:
 - a) Upon sale, for not more than 14 consecutive days; or
 - b) During ownership, for not more than seven (7) consecutive days and not more than two (2) periods of seven (7) consecutive days in any calendar year.
- 5) You should contact the Florida Department of Agriculture & Consumer Services for information within 60 days should the health studio go out of business.
- 6) Cancellation of the agreement if the buyer dies or becomes physically unable to avail himself of a substantial portion of those services which he used from the commencement of the agreement until the time of disability, with refund of funds paid or accepted in payment of the contract in an amount computed by dividing the agreement price by the number of weeks remaining in the agreement term. Buyer or the buyer's estate seeking relief under this paragraph may be required to provide proof of disability or death. A physical disability sufficient to warrant cancellation of the agreement by the buyer shall be established if the buyer furnishes to the health studio a certification of such disability by a physician licensed under Chapter 458, 459, 460 or Chapter 461 provided the diagnosis or treatment is within the physician's scope of practice.
- 7) The initial agreement will not be for a period in excess of 30 days. Renewal agreements may not be executed and the fee therefore paid until the preceding agreement expires.
- 8) All personal training sessions must be used within a reasonable amount of time to be determined by the health studio based on the number of sessions purchased. (See Section "10" below) NOTE: Personal Training sessions are NON-REFUNDABLE.
- 9) J.A.K.E. Fitness Incorporated may require members to furnish identification upon entry to the facility and as a condition of using the services of the health studio. I have been issued a membership card or similar item as a means of identification as a member of the Studio.

Initial	ID card #
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10) SHOULD YOU (THE BUYER) CHOOSE TO PAY FOR MORE THAN ONE (1) MONTH OF THIS AGREEMENT IN ADVANCE, BE AWARE THAT YOU ARE PAYING FOR FUTURE SERVICES AND MAY BE RISKING LOSS OF YOUR MONEY IN THE EVENT THIS HEALTH STUDIO AND/OR THIS BUSINESS LOCATION CEASES TO OPERATE. THIS HEALTH STUDIO IS NOT REQUIRED BY FLORIDA LAW TO PROVIDE ANY SECURITY, AND THERE MAY NOT BE OTHER PROTECTIONS PROVIDED TO YOU SHOULD YOU CHOOSE TO PAY IN ADVANCE.

*** Notification to CANCEL Monthly Membership must be submitted IN WRITING TO HEALTH STUDIO MANAGEMENT for processing. Monthly Membership refunds are pro-rated and will be refunded within 30 days from receipt of written notification.**

I have read the above provisions of the J.A.K.E. Fitness Incorporated Membership Agreement as required by the Florida Department of Agriculture & Consumer Services.

I have read this form and understand that by signing below, I hereby agree to the terms of this exhibit.

Clients Signature: _____

Date: _____