



GROUP TRAINING TERMS & CONDITIONS

- 1) **YES, I AGREE TO A MONTHLY MEMBERSHIP AT ONE OF THE FOLLOWING LEVELS TO BE PAID BY AUTOMATIC DRAFT FROM MY CREDIT CARD, WITH PAYMENTS TO BE DEDUCTED ON A MONTHLY BASIS.** I hereby agree to the following terms of membership, for myself, or by my child if child is under 18. Children must be 8 years or older to become members of ITF and have parental permission.
- 2) **MEMBERSHIP LEVEL DETAILS:** ITF Lifestyle Reform 180 Gold \$564 auto-renewing, ITF Lifestyle Reform 365 Platinum \$948 auto-renewing, ITF Lifestyle Reform 365 \$99, \$170 per month 12 month minimum commitment auto-renewing, 2 freezes per 12 months; ITF Lifestyle Reform 180 \$109, \$198 per month, 6 month minimum commitment auto-renewing, 1 freeze per 12 months, ITF Lifestyle Reform 90 \$129, \$258 per month, 3 month minimum commitment auto-renewing; ITF Lifestyle Reform 30 \$159, \$330 per month, 1 month minimum commitment auto-renewing. ITF 90 Day Lifestyle Reform \$35, \$59 or \$99 per month, 3 month minimum commitment auto-renewing. ITF Gym Membership (with training) \$9.99 per month or (non training) \$35 per month, 12 month minimum commitment with auto-renewing. ITF Gym Membership (month to month) \$49.99 per month, 1 month minimum commitment with auto-renewing. **Processing fees may apply.**
- 3) Depending on your membership selection above you are agreeing to minimum of 1, 3, 6 or 12 consecutive payments under the ITF program. I understand that if I miss a scheduled date, that it is nonrefundable. **I understand that this training program is nonrefundable.** In order to enter into the ITF program using this form you must have already paid for it.
- 4) **MEMBERSHIP LEVEL CHANGE:** You may switch from ITF Lifestyle Reform 30 \$159 per month, ITF Lifestyle Reform 90 \$129 per month or ITF Lifestyle Reform 180 \$109 per month to ITF Lifestyle Reform 365 \$99 per month at any time by agreeing to new contract terms.
- 5) **RENEWAL RULES/FREEZE ACCOUNT/TERMINATION:** After your normal membership expires (1, 3, 6 or 12 months), your ITF membership will be automatically renewed on a month-to-month basis. To cancel this membership after you have satisfied the minimum monthly commitment, you must provide written request to cancel. Your cancellation request must be received at least 10 days before your next payment is due by email itstimefitness@yahoo.com. Your account must be in good standing in order to cancel. If your account is in good standing (group training membership only) you may freeze for one month either 1 or 2 times per year depending on your membership level. After the month freeze, your account will automatically be reinstated and your draws for credit card drafts will begin again. Frozen months do not count toward your minimum (6 or 12) month commitment. ITF reserves the right to charge a Freeze Fee for each month frozen. During a freeze you are not entitled to attend ITF. Frozen memberships may not be cancelled.
- 6) **INCREASE IN MONTHLY DUES:** ITF reserves the right to increase any monthly dues on an annual basis of up to 3% per year without requiring any member to re-execute any existing contract. Any increase over this amount will be agreed to in writing between the parties.
- 7) **DEFAULT AND LATE PAYMENTS:** If you are in default of any monthly payment obligation for more than 10 days, you agree to pay a late payment fee and you will be suspended from membership until you cure the default. You also agree to pay an additional service fee for any draft, credit card or payment by insufficient funds or rejected payment, in addition to the original payment. If you fail to cure a default within 10 days after notice of default, then ITF will have the right to declare the entire remaining balance immediately due and payable under your contract and payments due may be accelerated. Upon payment of the full balance due, your membership may be reinstated. You agree to pay any further collection costs, allowable interest and collection agency fees, court costs and attorneys' fees if incurred in collecting your account. You also agree to pay any fees for rejected credit card charges

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or debit card charges up to \$30.00 per rejected or declined payment as well, which may be automatically deducted from your credit card as well.

- 8) **MEDICAL POLICY:** If you have an existing medical condition, before you can begin, you will present ITF with a medical release form, signed and dated by your personal physician with approval to participate in this training program. You grant permission to ITF to contact your physician/dietician or health care professional if you require medical supervision during your participation in the program.
- 9) **MOVING POLICY:** If you are moving your residence 30 miles or more from any ITF location and would like to cancel your It's Time Fitness membership, you must provide written request to cancel with a copy of dated GROUP TRAINING TERMS & CONDITIONS documentation confirming your new address. Your written request to cancel and proof of move must be received by at least 10 days before your next payment is due by email, fax or mail.
- 10) **GENERAL RULES AND REGULATIONS FOR ALL MEMBERS:** ITF in its sole discretion reserves the right to refuse to admit or request at any time that any member or member's guest to leave the premises if any of the following rules are violated without any prior notice to member, and to update these rules. No member shall be disruptive, disorderly, loud, harassing, or abusive. No solicitation by members or guests is permitted in or around the ITF location. No reckless use or abuse of the equipment will be allowed. Proper identification and proof of membership may be required by ITF staff. Contact information for notices: itstimefitness@yahoo.com; It's Time Fitness Customer Service, 10920 Will Clayton Pkwy, Humble TX 77396 F-920.
- 11) **TERMINATION:** Your membership may be automatically terminated if you fail to follow any term and condition of this contract including the posted rules onsite, if you fail to pay as agreed, or in the sole discretion of ITF management your conduct is improper or harmful to the best interest of ITF and its members. Termination is effective when you are provided a written notice to you personally or you receive a written notice at your address.
- 12) **MEDIATION:** You agree that you will submit any dispute you have with ITF to mediation in an attempt to resolve it, prior to bringing any dispute against ITF, its owners, agents, employees or assigns.
- 13) Using It's Time Fitness facilities involves the risk of injury to me or my guests whether I or someone else causes it. Specific risks vary from, one activity to another and the risks range from minor injuries to major injuries, such as catastrophic injuries including death. In consideration of my participation in the activities offered by It's Time Fitness, **I understand and voluntarily accept the risks and agree that It's Time Fitness, its officers, directors, employees, volunteers, agents and independent contractors will not be liable for any injury, including, without limitations, personal, bodily or mental injury, economic loss or any damage to myself, my spouse, guests, unborn child, or relatives resulting from negligence of It's Time Fitness, anyone on behalf of It's Time Fitness, or anyone using the facilities whether related to exercise or not.** Further, I understand and acknowledge that It's Time Fitness does not manufacture fitness or other equipment at its facilities. I understand and acknowledge that It's Time Fitness is providing recreational services and may not be held liable for defective products. This agreement is not effective until it is signed and dated. By signing below, I acknowledge and agree that I have read the foregoing and know of the nature of the activities of It's Time Fitness.

Print Name _____

Signature _____

Date _____