



**Membership Agreement
Tr1be Fitness Inc.**

Studio Address: 10084 Woodland Road, Lenexa, KS 66220

Date: _____

First Name: _____

Last Name: _____

Address: _____

Phone: _____

Alternate Phone: _____

Email Address: _____

The undersigned Member agrees to the following:

1. Release

Member will not be permitted to participate in any of Tr1be's programs at the Studio until s/he has executed an Activity Release and Indemnity Agreement.

2. Check-In

Member must electronically check-in each time that s/he uses the Studio by using the Mind-Body mobile app that was provided or by checking-in at the front desk upon arrival. Studio use may be denied if Member does not have an active membership.

3. Membership Fees

Membership fees for use and services must be paid in advance. All fees and schedules are subject to change without notice. The current membership fees are located on the website at www.tr1befitness.com.

The obligation to pay dues is not dependent on the availability of all the Studio's facilities at all times. Special engagements, repairs, and maintenance may make it necessary for Tr1be to restrict use of, or close all or part of the Studio. Fees will not be reduced or suspended during the time when all or part of the Studio is unavailable.

4. Cancellation by Member

Members may cancel his/her membership by notifying Studio personnel of his/her wish to cancel in writing (i.e. letter or e-mail). **For annual, contract memberships**, a Member may cancel his/her membership with **payment of a \$300 cancellation fee and written notice 30 days** in advance of the date which the next membership fees are auto-drafted. **For month-to-month memberships**, a Member may cancel his/her membership with **written notice 30 days in advance** of the date which the next monthly membership fees are auto-drafted.

There are no other refunds for membership fees, personal training or class passes, and Tr1be will not prorate a cancelled membership. Except in the case of illness or injury, members may place their membership contract on-hold for up to 6 consecutive months at a fee of \$20/month.

5. Three-Day Right of Recission

A new Member will have three (3) days after signing this Agreement to cancel his/her membership without penalty. If this Agreement is cancelled within three (3) days, the Tr1be will return all amounts paid to Member within thirty (30) days. To cancel within three (3) days, new Member must call or come into the Studio and inform the front desk personnel of his/her wish to cancel.

6. Cancellation by Tr1be

Tr1be may terminate a Membership for cause at any time, at the discretion of the Studio if fees are not timely paid or Member does not comply with Studio rules. Tr1be may also terminate a Membership without cause for any reason at the end of any given month. If Tr1be elects to terminate without cause, Tr1be will refund a pro rata portion of any dues applicable to future months.

7. Attire; Shoes

Proper attire is required for participants using the Studio. Shirts, shoes, and clean, un-torn clothing are mandatory. No bathing suits or briefs without tights or leg coverings are allowed. Court-type or aerobics shoes only, unless otherwise specified by the instructor. No open-toed shoes, thongs, sandals, street shoes, bare feet, or slipper-type shoes allowed.

8. Equipment; Rules

All equipment must be used as designed. If Member is not familiar with use of equipment, s/he must arrange instruction with a staff member. This instruction is available to Members as part of the membership.

Members must be familiar with and observe any Tr1be rules and regulations posted in the Studio. Any Member who does not observe Tr1be rules or who abuse equipment in any fashion will be asked to leave. The management reserves the right to terminate membership of anyone who refuses to observe any of the Tr1be's rules. Rules are subject to change without notice.

9. Holidays; Hours and Day Subject to Change

The Studio may close or operate at reduced hours on holidays. Business hours and days are subject to change without notice.

10. Conduct

The Studio is committed to the health, safety, and welfare of each of its Members and staff and will not tolerate unreasonable, threatening, obscene, harassing, indecent, or illegal

behavior. The Studio reserves the right to judge behavior and respond accordingly. This right includes, but is not limited to, termination of membership of any Member engaging in unacceptable behavior.

11. Outside Trainers

The Studio is staffed by fitness trainers and instructors. Management has the sole discretion to determine if anyone other than the trainers engaged by Tribe. (i.e., outside trainer/independent contractor) may do business within the Studio.

12. Children

Members must be at least 18 years old. Minors are not allowed in the exercise room.

13. Damages

Members must pay for any damages to the Studio's property resulting from the willful or negligent conduct of Member, Member's guests or children.

14. Lost Articles

Tribe assumes no responsibility for lost or stolen articles. The lost and found will be located at the Studio's front desk. Lost and found articles not claimed will be donated to charity monthly.

15. Non-Member Guests

Guests may use the Studio on payment of a fee determined by the Studio. Guests must be at least 18 years old and sign an Activity Release and Indemnity Agreement and show a form of photo identification. The number of visits permitted by a guest to the Studio is at the sole discretion of Tribe.

16. Smoking, Food, and Drink

No smoking is allowed in any part of the Studio. Water may be taken into workout areas if it is in a non-breakable, enclosed container. No food or other drink is permitted.

17. Late Payment of Fees

A late payment fee of \$25.00 will be charged on any declined or past due payments. Membership may be cancelled, at the discretion of the Tribe if fees are not timely paid.

18. Late Cancels & No-Shows

A late cancel fee may be charged if a member late cancels or no-shows a class if the class is full & a waitlist is enacted. A late fee or forfeit of a session will be charged if a member late cancels (less than 24 hours notice) or no-shows a personal training session or small group training session. The personal trainer reserves the right to waive the fee or session charge in case of illness or injury.

19. Miscellaneous

This Agreement contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Agreement. The provisions of this may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of both parties. This Agreement will be governed by and

construed in accordance with the laws of the State of Kansas without regard to conflicts. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained.

Tr1be Fitness Inc.

Date

Printed Name, Title

Printed Name of Member

Signature of Member

Date