



Terms of Agreement



\$40 Cancellation Policy: In order to terminate your membership, you must complete a cancellation form **in person** and pay the \$40 Cancellation Fee. Once the Cancellation Fee is processed, you will have 30 more days of gym access. **Any balance on your account must be paid** before the cancellation process can be completed. If you re-activate your membership within 90 days from when your membership is terminated, you will not be subject to any enrollment fees and your account will be credited the Cancellation Fee you paid.

Open Gym Memberships are non-refundable and non-transferable after the membership is purchased. Any available credit on members' accounts cannot be applied to monthly membership fees. Your recurring membership payment will automatically be charged every month on the 1st, and will continue to be automatically charged every month until you complete a cancellation form **in person**. All members understand that **classes and training services have priority to space and equipment in the facility**. All staff members have the right to refuse access to any space, and usage of any equipment, in the facility due to classes and training services. If your monthly payment for any membership is declined for any reason, you are subject to a **\$10 processing fee**. Classes purchased by Open Gym Members expire 6 months after the sale date. For Open Gym members who do not purchase a 10 pack of classes or Personal Training Sessions on the same day they sign up, they are subject to a one-time \$99 enrollment fee.

Premium Memberships are non-refundable and non-transferable after the membership is purchased. Any available credit on members' accounts cannot be applied to monthly membership fees. Your recurring membership payment will automatically be charged every month on the 1st, and will continue to be automatically charged every month until you complete a cancellation form **in person**. Any classes that are included in your monthly Premium Membership package that are not used within 1 month, will expire and they will be removed from your account. If your monthly payment for any membership is declined for any reason, you are subject to a **\$10 processing fee**.

Classes are non-refundable and non-transferable. All Members are required to sign into classes prior to the start of class. Any scheduled class that the authorized member fails to attend or cancels within **6 hours** of the class will be forfeited by the member and will not be refunded. These classes are non-refundable and non-transferable even if classes are cancelled by Legacy Athletics due to reasons including, but not limited to; schedule change, holidays, dangerous weather, safety hazards, or illness. The scheduled class times are subject to change without notice. If you participate in any classes without paying prior to the class, you will automatically be charged the appropriate price for the class based on your membership. Classes purchased by Open Gym Members expire 6 months after the sale date. Any classes that are included in your monthly Premium Membership that are not used within 1 month will expire and they will be removed from your account. Legacy employees are not responsible for reminding members how many classes they have remaining. Any members that show up to classes over 15 mins after the scheduled start time, will not be allowed to participate.

Personal Training Sessions become non-refundable and non-transferable. These sessions will expire after 12 months from the sale date and are non-refundable. Any scheduled session that the authorized member fails to attend, or cancels within 24 hours of the session, will be forfeited by the member and the session will not be refunded. If any member request to have their services auto-renew and completes an "Auto-Renew Form", they give Legacy Athletics LLC permission to automatically charge their card on file for that same service at the same price.

Events, clinics, and workshops are non-refundable. If you are not able to use your purchase for any reason, you can apply credit for the amount you paid towards another Legacy service only.

Liability Waiver: Participating in programs and operating equipment at Legacy Athletic Club involves risk of injury. Members and guests agree and understand that Legacy Athletics LLC is not liable for any physical injuries, damages or actions to any person or property arising out of, or connected with the use of services, facilities, or activities provided by Legacy Athletics LLC. Members and guests warrant that they are physically fit and able to undertake physical activity, and further warrant that they have no physical or mental illness, impediment, injury, or handicap that would put them or other members or staff at risk. Members and guests understand that they are participating in programs and utilizing the facility and equipment at their own risk. Any conduct by a member or guest which unreasonably hinders the use and/or enjoyment of the facility and/or equipment in any way, or interferes with safe, efficient, and/or normal operation of the facility is prohibited. Any member that violates this rule will be subject to expulsion without releasing him/her from any indebtedness to Legacy Athletics.

Photo Release: By signing this waiver, all members and guest give Legacy Athletics LLC and its agents, permission to use my name, likeness, image, voice, and/or appearance as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like, taken or made on behalf of Legacy Athletics and its agents. I agree Legacy Athletics has complete ownership of such pictures, etc., including the entire copyright, and may use them for any purpose consistent with Legacy Athletics' missions.

I _____ (print) hereby agree to all terms and policies aforementioned and release Legacy Athletics LLC, it's staff, contractors and agents from any claims, demands, and causes of action as a result of my voluntary participation and/or my child's participation.

Signature (legal guardian) : _____ Date: _____

Email : _____ Phone # : _____