



MEMBERSHIP AGREEMENT

(Minors Must Have Parent(s)/Legal Guardian(s) provide all signatures and concurrence with this Agreement)

MEMBER INFORMATION

Name: Age:
Address:
City: State: ZIP:
Email: Phone:
In case of **emergency**, call (name and phone number):
Relationship to member:.....

BUYER INFORMATION (if different from member)

Name:.....
Address: City: State: ZIP:
E-mail: Phone:

Membership Term Month-to-Month ___ 3 Month Term ___ 6 Month Term ___ 1 Year Term ___
Minimum 6 sessions/month Additional Classes ___

Payment Type Zelle ___ Cash ___ Check ___ CashApp ___

TERMS, CONDITIONS, NOTICES & DISCOLSUERS OF MEMBERSHIP

FEDERAL DISCLOSUE PERMITTED **Initials:** _____

Membership Package: Self-Defense ___ Personal Fitness Trainer ___
Cobalt KIDS ___ KIDS Fitness Camp ___

Total Member Fee to be paid according to Term Chosen Above: _____

LATE CHARGE: Member will be charged a fifteen dollar (\$15) late fee if payment is ten (10) days late.

MEMBERSHIP TERMS: Missed Sessions

Should Member miss a session, 1 or 2 makeup sessions are possible within the same or following week. Member Missed Sessions do not carry over to following month. If Instructor is not available and causes Member to miss a Session, that Session may carry over to following month if re-schedule with Member is not possible within the same month/week of the Missed Session. Instructor caused carry over sessions are ADDITIONAL SESSIONS for the Next Month and do not Substitute any sessions in the succeeding month.

MEMBERSHIP RENEWAL & TERMINATION TERMS

At the end of your initial membership term, **your membership and this membership agreement will automatically continue on a month to month basis with fees due at the rate of \$ _____ per month.**

To terminate your **membership** after the initial membership term expires, you must **tender written notification requesting termination** to Cobalt Self-Defense Tactics & Fitness. Notice of termination shall be tendered pursuant to this Agreement and will be effective 30 days after receipt by Cobalt Self-Defense Tactics & Fitness with all fees due prior to effective date of termination. Member must be current in dues to terminate.

Parents/Legal Guardians, of KIDS(Minors) who are members, are required to sign a minimum 3-month contract with all payments to be made before start of said contract. No Refund permissible. Parent/Guardian's Initials (_____)
Parents/Legal Guardians, of KIDS(Minors) who are members, who sign a 6-month contract with all payments to be made at start of said contract may receive Partial Refund as outlined in section 5. Parent/Guardian's Initials (_____)

Signature of Member (18 or Over): _____ Date: _____
Signature of Buyer if different from Member(18 or Over): _____ Date: _____
Signature of Cobalt Self-Defense Tactics Chief Instructor: _____ Date: _____



1. **DISCLAIMER OF LIABILITY / GENERAL RELEASE & WAIVER.** I understand that I have been, or will be, admitted as a member of Cobalt Self-Defense Tactics & FITNESS (CSDT) and its Fitness Center (the Center), based in material part on this General Release and Waiver. I am fully informed and aware of the nature of the classes and the physical dangers therein. As a member of CSDT, I intend to and will engage in strenuous physical activities and classes on the Center's premises. I understand that these physical activities involve certain risk and exposure to personal injury, which risk and exposure I [redacted] voluntarily assume for myself and any member of my family, including children who visit CSDT.

In consideration of mutual covenants contained herein and other good and valuable consideration, including the use of the Center's facilities and the admission of members of my family including children, the receipt and sufficiency of which is hereby acknowledged, I hereby release in full and forever discharge the Center, its Directors, Officers, Managers, Members, Employees, Contractors, Landlords and Agents, CSDT, its Directors, Officers, Managers, Members, Employees, Contractors, Landlords, and Agents and all other members and guests of CSDT, whether acting officially or otherwise, on behalf of myself ([redacted]) or any member of my family, our Representative Heirs, Executors, Administrators and Personal Representatives, from any and all injury, liability, damages, claims, demands, and/or causes of action, whether foreseen or unforeseen, relating to or deriving from any injury to me or any injury to any member of my family, including children, during or arising out of the use of the Center's facilities or participation in any Center event (e.g., classes, seminars, etc.). ALL WARNINGS, TERMS AND CONDITIONS OF THE INTRO CLASS WAIVER SHALL APPLY TO THIS MEMBERSHIP AGREEMENT AND ARE DEEMED INCOPORATED HEREIN.

2. **RULES AND REGULATIONS.** MEMBER AGREES TO FOLLOW CENTER'S RULE S AS PROMULGATED FROM TIME TO TIME. Violation of these rules may be the cause for suspension or cancellation of membership by Center, without a right to be refunded any pre-paid fees and without relieving Member of any payment obligations set forth in the Membership Agreement, including the Note (hereafter collectively referred to as "Agreement").

3. **SEVERABILITY.** If any part of this contract shall be held invalid, that part shall be deemed excluded from this contract and the remainder of the contract shall remain in full force and effect.

4. **NOTICE. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

5. PARTIAL REFUND

Pertaining to Minors participating in KIDS classes/camps ONLY: a partial refund shall be classified as: of the whole months remaining within a 6-month or 1-year contract in which the KID student (Minor) has not attended/started the class(es) or camp(s), only one half of the moneys remaining in the whole number of months remaining in the contract "may" be refunded at the Chief Instructor's discretion. No other refunds are permitted. ([redacted])



6. **JURISDICTION.** To the full extent permissible by law, for purposes of any dispute arising out of this agreement, all parties hereto agree to submit to the sole and exclusive jurisdiction of the State of ALABAMA and to the application of Alabama law.

7. **ENTIRE AGREEMENT.** The Member and CSDT, acknowledge that this Agreement constitutes their entire agreement. It cannot be amended except in written form executed by both parties.

8. **CANCELLATION AND TRANSFER.** Member may not cancel this Agreement, except as otherwise expressly provided for in this Agreement. Member may not transfer or assign, in whole or in part, any of his/her rights, interests and obligations created by this Agreement.

9. **BUYER'S RIGHTS.**

A. **PERMANENT DISABILITY.** If by reason of death or permanent disability, the member is unable to engage in all activities associated with membership in CSDT and acceptable written proof of death or permanent disability, including verification from a qualified physician, is sent by Member via certified mail and received by CSDT, he/she and his/her estate shall be entitled to cancel the Agreement and be relieved from his/her obligation to make payments hereunder, except those payments that became due prior to the effective date of the permanent disability cancellation. In the event a Member has prepaid any sum for a training term and qualifies under this section for permanent disability, he/she shall be reimbursed the prepaid amount (excepting the one time membership fee) less a sum equal to the number of months that have passed in his/her term to the effective date of cancellation multiplied by the CSDT's standard, month to month membership rate.

B. **PERMANENT RELOCATION.** Should member(s) permanently move their residence more than 25 miles from an affiliated area, member may cancel his/her Agreement and any obligation to make payments hereunder will be suspended if member(s) pays the greater of the following: 1) \$50.00; or 2) 20% of any unpaid balance due under the Agreement, not exceeding \$100.00. A payment suspension pursuant to this section is contingent on member(s) tendering to CSDT, via certified mail, written verification of the move, which must be deemed acceptable proof by Center. Not with standing cancellation pursuant to this section, member(s) shall remain liable for all payments that became due under the Agreement prior to the effective date of the permanent relocation cancellation. In the event a Member has prepaid any sum for a training term and qualifies under this section for permanent relocation, he/she shall be reimbursed the prepaid amount (excepting the one time membership fee) less a sum equal to the number of months that have passed in his/her term to the effective date of cancellation multiplied by the standard, month to month membership rate.

10. **FREEZE POLICY / EFFECTIVE DATE OF FREEZE OR CANCELLATION.** Member may request in writing that his/her entitlement to use The Center's facilities under this Agreement be put on hold for one period of time not exceeding sixty (60) days (a "freeze



period"). For good cause shown by Member, and if Member is not in default under the Agreement, CSDT will extend Member's entitlement to use the Center's facilities a like time as any freeze period granted. During any freeze period, all terms of the Agreement continue in full force and effect, including the Member's payment obligations. The effective date of any freeze or cancellation requested pursuant to this Agreement shall be forty five (45) days from the CSDT receipt of any written notification required by this Agreement. Member shall remain obligated to comply with the terms of this Agreement and all payments due hereunder until the effective date of termination.

11. RIGHT TO TRANSFER. CSDT shall have the right to assign or transfer, in whole or in part, this Agreement and all rights, interests and obligations created by it.

12. ADMISSION. Upon entering the Center you must show your Membership Card at the Front Desk. No one will be admitted without a card –NO EXCEPTIONS. There is a \$10.00 charge for replacement of any lost or stolen card.

13. DRESS CODE AND REQUIRED EQUIPMENT. Appropriate aerobic wear/"gym clothes" and white soled or non-skid shoes are required. Appropriate underclothing will be worn underneath all exterior gym clothes. Shirts are to be worn at all times.

14. ATTENDANCE. All members shall have unlimited access to any and all classes during normal business operating hours with the exception of non-regular/ special event or special guest/ and weekend seminars unless otherwise verbally or by written statement by the owners or employees of CSDT.

15. LOST OR STOLEN PROPERTIES. It is understood and agreed that the CSDT, their agents and employees are not responsible for lost or stolen articles or any other possessions of personal property. We strongly suggest that you keep your possessions locked in a locker (if available) and leave valuables at home. The Center maintains a Lost-and-Found area; items left over 30 days are given to charity.

16. DAMAGE, DESTRUCTION, OR CONDEMNATION. Should the facilities be unavailable due to damage by fire, act of God, catastrophe, war or accident, or in the event of destruction or condemnation of the premises, the Center will have a reasonable time to reconstruct the premises or find suitable replacement thereof within a close proximity of the present Center. Full time missed for the above reasons will be extended.

17. DEMEANOR. While on Center premises, everyone shall refrain from using loud, foul, or slanderous language or harassing, molesting, badgering, or soliciting other individuals. In no event shall member's behavior, demeanor, hygiene, or attitude be in any way offensive, threatening, intimidating, unsanitary or in any manner contrary to the best interest of the membership as a whole.



18. **WARNING.** USE OF STEROIDS TO INCREASE STRENGTH OR GROWTH CAN CAUSE SERIOUS HEALTH PROBLEMS. STEROIDS CAN KEEP TEENAGERS FROM GROWING TO THEIR FULL HEIGHT; THEY CAN ALSO CAUSE HEART DISEASE, STROKE, AND DAMAGED LIVER FUNCTION. MEN AND WOMEN USING STEROIDS MAY DEVELOP FERTILITY PROBLEMS, PERSONALITY CHANGES, AND ACNE. MEN CAN ALSO EXPERIENCE PREMATURE BALDING AND DEVELOPMENT OF BREAST TISSUE. THESE HEALTH HAZARDS ARE IN ADDITION TO THE CIVIL AND CRIMINAL PENALTIES FOR UNAUTHORIZED SALE, OR EXCHANGE OF ANABOLIC STEROIDS. USE OF STEROIDS IS PROHIBITED ()

19. **NO WAIVER.** Center may enforce any term of this Agreement, or exercise any right created by this Agreement, regardless of the number of times it has opted not to enforce the same term or exercise the same right in the past.

20. **NOTICES:** All notices required by this Agreement shall be tendered to CSDT located at 104 Merrilee Way, Huntsville AL 35806, unless Member receives written from CSDT instructing otherwise.

21. **NON-COMPETITION:** I acknowledge and agree that I will not own or operate a self defense gym, school, dojo, training center or facility; nor will I teach or help instruct another self defense gym, school, dojo, training center or facility within a 20 mile radius of any CSDT Training Center for 18 months after I have signed this contract and/or 12 months after leaving the Center as a member (whichever is the longer period of time).

22. **PROBATIONARY PERIOD FOR NEW MEMBERS:** I acknowledge and agree that as a new member of CSDT, CSDT & Fitness (the Center) I am on a 1-month probationary period and being evaluated by the Chief Instructor to determine that my participation is a good fit for myself and the Center as determined by the Chief Instructor

23. **MISSED CLASSES:** Missed classes may be made up during the month in which they are missed during normal operating hours. Classes cannot be transferred to succeeding months. ()

24. **CLASSES:** Class dues are to be paid in full at the beginning of each month. A minimum of 4 classes per month are required to be purchased by each Member to be a Cobalt Triber and train in our facilities unless attending a seminar or a one-time introductory course. ()

NOTICE TO PURCHASER/BUYER/MEMBER/PARENT OR LEGAL GUARDIAN:

**DO NOT SIGN THIS CONTRACT UNTIL YOU HAVE READ IT ENTIRELY (PAGES 1-6).
BY SIGNING THIS CONTRACT BELOW YOU ACKNOWLEDGE THAT YOU HAVE READ,
UNDERSTAND AND AGREE TO BE BOUND BY ALL OF ITS TERMS:**

Buyer's signature (must be over 18 years old or Parent/Legal Guardian):

..... Date:

Member's signature (if different from Buyer and NOT a Minor):

..... Date:

Chief Instructor's signature:

..... Date: