



MEMBERSHIP APPLICATION & AGREEMENT (For all Memberships, Parties, Camps, and Training)

Club Name: **FUZE Fit For A Kid!**

Application Date: _____

Club Address: **15405 Los Gatos Blvd. #103 Los Gatos, CA 95032**

Member # (Club Use): _____

SOURCE: _____

PERSONAL INFORMATION ENROLLING CHILD(REN) – ALL INFORMATION REQUIRED

Last Name:

Last Name: _____

Last Name: _____

Last Name: _____

First Name 1:

First Name 2: _____

First Name 3: _____

First Name 4: _____

Address: _____

Mobile Phone:# _____

City: _____

Zip Code: _____

State: _____

Allergies Child 1: _____

Allergies Child 2: _____

Allergies Child 3: _____

Allergies Child 4: _____

DOB 1.: _____

DOB 2: _____

DOB 3: _____

DOB 4: _____

School & Grade: _____

School & Grade: _____

School & Grade: _____

School & Grade: _____

PERSONAL INFORMATION PARENT/ADULT GUARDIAN & PAYEE

Last Name: _____

Address: _____

State: _____

First Name: _____

City: _____

Zip Code: _____

Home Phone: _____ Mobile _____

E-MAIL(opt-in): _____

Pediatrician/HCP Name: _____ Tel.: _____

EMERGENCY CONTACT INFORMATION & AUTHORIZED PICK-UP

Name: _____

Relationship: _____

Phone Number: _____

Authorized Pick-Up: _____

Tel. _____

PARTY or EVENT Date (- Club Use Only -)

Event Date: _____ Amount:\$ _____ Deposit \$ _____ Age _____ Start Time: _____ End Time: _____ Initials: _____

AMOUNTS DUE – Party Cancellations Received With <7 Days Notice Will Result in A Loss of Deposit

Membership (1/2/3+): _____ Term: (6m /12m /Other) _____

Camp. Date(s): _____

Enrollment Fee(s): Due: \$ _____

No. of Weeks: _____ Fee(s): _____

Total Enrollment Fees:\$ _____

Afterschool – Silver: _____ Gold: _____ Total Due: _____

Monthly Dues: \$ _____

Other: _____

Total Monthly Dues: \$ _____

Total Due Now: \$: _____

CHECK DRAFT/CREDIT CARD/EFT & RENEWAL AUTHORIZATION

Debit Date: 1st or 15th of the Month of: _____, 2010/11/12

Monthly Debit Amount: \$ _____

Credit Card V/MC #: _____

Exp. Date, _____ CCV#: _____

Check Account Number: _____ Routing #: _____

I agree to the terms, waivers, and conditions set forth in this agreement, and further authorize FUZE Fit For A Kid! or its affiliates to deduct my monthly (or prepaid) dues payments, any applicable renewal dues assigned to my contract (if applicable), and any other fees, taxes or charges due under this agreement or deriving from purchases made at the Club, in advance, from the other account provided herein through debit or credit card or electronic funds transfer (EFT) system on the date noted on left until such time as I cancel my membership in compliance with the terms and conditions of this contract. I further authorize FUZE Fit For A Kid! to continue deducting my applicable dues payments so long as I remain a member of FUZE Fit For A Kid! per Membership Agreement. If at any time I decide to make a change in the method of payment, I will notify FUZE Fit For A Kid! by submitting written cancellation to FUZE Fit For A Kid! at least 15 days prior to the date of the intended change based on Contract period expiry, along with specifying an acceptable alternative method of payment and bring current any past due obligations under this agreement. Enrollment fee(s) and Start Packages fees are non-refundable.

SIGNED



MEMBERSHIP POLICIES, RIGHTS AND CONSIDERATIONS

1. PARTIES/APPLICANTS

FUZE Fit For A Kid! and you and your minor child agree that by signing this agreement (Agreement), you purchased a membership or services and agree to all the terms in this Agreement. You also agree to follow FUZE Fit For A Kid!'s Membership Policies and any Club Rules. The terms "You" and "FUZE Fit For A Kid!" include heirs, estates, agents, representatives, officers, directors, shareholders, successors, affiliates, subsidiaries and employees. As such, both parties make this Agreement on their behalf, and it binds, all these included persons and entities.

2. MEMBERSHIP and PROGRAMS (Applies to all Camps, Parties, Training, Parties and Special Events)

2(a) Type of Membership: Based upon the Membership Type selected on the front page, you are either entering into a Month-to-Month Agreement or a 6 month or a 12 month Contract, with similar and/or subsequent month-month renewal terms. A 6 or 12 month Contract Membership entitles you to use the club facilities for the respective length of time, with ability to renew on a month-month, 6 month or 12 month basis, and limited ability to cancel our agreement as described in Section 6(c) of this agreement. You also have the ability to lengthen your term or upgrade the number of days/week at any time at the currently published monthly payment rate and term.

2(b) Nature of Membership: Your membership permits you to use FUZE Fit For A Kid!'s premises, facilities, equipment, programs, education and services (collectively called "Facilities") as shown and limited by the membership identified on the front page. Your membership is non-transferable by you and it does not give you any rights in FUZE Fit For A Kid!, its management, property or operation. FUZE Fit For A Kid! can sell memberships and/or enrollment fees at different rates and terms than yours.

2(c) Membership Hold: FUZE Fit For A Kid! will only hold your membership if you qualify under FUZE Fit For A Kid!'s Membership Hold Policy. To be eligible for a membership hold, you must be in good standing with all Enrollment Fees paid prior to instituting the hold. For 6-month term agreements, you'll be allowed 1 complimentary 30-day hold period free of charge with a minimum usage of 30 days per hold (i.e., you can hold for 7 days but this will constitute one of your free 30 day hold periods), as well as additional 30-day periods at \$25 per period; 12-month agreements will be allowed up to 2 complimentary hold periods free of charge as well as additional periods at \$25 per period. Your membership and fees will be held until your return and will then re-start. You will not be reassessed new (re)enrollment fee(s) as long as you have an active, paid hold.

2(d) Make-up / Missed Class Policy: When you notify FUZE Fit For A Kid! of your intention to miss a class prior to class, or within 1-day of a missed class, you will be credited with a complimentary class to be used within 7 days of your originally-scheduled class. We endeavor to be as flexible as possible presuming we have space in class for make-ups.

2(e) Change of Address: It is your responsibility to provide and notify FUZE Fit For A Kid! of any change of address, email account and/ or phone number.

3. FINANCIAL POLICY

3(a) Payments & Fees: You agree to pay the Dues Payments and Fees on the front page. If you are under 18, FUZE Fit For A Kid! requires an adult to guarantee payment. FUZE Fit For A Kid! immediately earns the Enrollment Fees when you buy your membership, including any and all paid amounts or unpaid portions which are to be paid according to a payment plan. These fees and any prepaid payments are not refundable, except as stated in this Agreement.

3(b) Returned Payments: Payment Process: If one of your payments to FUZE Fit For A Kid! (check EFT, Visa or MasterCard auto-debit) does not go through for whatever reason, you will be assessed a \$25.00 service charge on all returned payments. This service charge is subject to change at FUZE Fit For A Kid!'s sole discretion without notice. Refunds are not provided for non-participation.

3(c) Charges & Taxes: If you or your guests incur any FUZE Fit For A Kid! charges for goods or services or attend FUZE events, you agree to pay for them according to FUZE Fit For A Kid!'s rates and practices then in effect on your behalf and for any and all of your guests.

3(d) Automatic Deductions & Timely Payments: Pursuant to your Membership Agreement for Month-to-Month, 6 or 12-month agreement terms, you are obligated to make dues payments until such time as 1) you cancel your membership in compliance with the terms and conditions of this contract, or 2) you terminate a Month-to-Month, 6 or 12-month Contract Membership under the terms and conditions described in 6 (c) of this Agreement. If at any time you decide to make a change in the method of payment you must notify FUZE Fit For A Kid! in writing at least 15days prior notice for a 6 or 12-month contract and a minimum 10-day notification for a Month-to-Month term, at which you may terminate at any time by **(1) sending a written or in-person termination notice by US mail or hand delivery to FUZE Fit For A Kid! Corporate Headquarters by the 5th of the prior month, and (2) returning your membership ID card.** If you fail to return your ID card, FUZE Fit For A Kid! assumes that you are still using the facilities and your membership will continue until you return the card or pay a \$15.00 processing fee. You are responsible for notifying your bank of any error that appears on your bank or credit card statement in a timely manner. You must notify FUZE Fit For A Kid! within 60 days of a claimed error on your bank statement or credit card statement. If you claim your deduction was not stopped when you notified FUZE Fit For A Kid! you must have written proof. Without proof, FUZE Fit For A Kid! will not reimburse you for deductions which you claim should not have been deducted. If your deduction ends for any reason, your membership may be immediately suspended at FUZE Fit For A Kid!'s election until your account is brought current. You will have 30 days from the date your deductions end to reinstate your original authorization for payment or provide a substitute deduction authorization. Alternatively, within 30 days from the date your deduction ends, you may prepay your membership for the balance of the term in accordance with FUZE Fit For A Kid!'s Prepaid Membership policy then in effect. Upon reinstatement all past due amounts, including any applicable administrative fees, will be deducted from your account. If you have not provided a valid deduction or prepaid your membership within 30 days, your membership will terminate but you will still be obligated to pay for the balance as outlined on the front page along with any other amounts owing FUZE Fit For A Kid! You hereby authorize FUZE Fit For A Kid! at its sole discretion, to transfer and/or assign your payment obligations under this agreement to a third party financial institution.

3(e) Failure to Provide Documentation for Automatic Payments: If your automatic debit/credit card/EFT payment does not begin because you fail for any reason to provide the documentation for processing it, FUZE Fit For A Kid! may immediately suspend your membership and the termination provisions of section 6(f) shall apply. All Processing and Enrollment fees are non refundable except as provided in section 6 on this page. It is your responsibility to provide current payment methods and current expiry dates.

4. AVAILABILITY OF FACILITIES

4(a) Unavailability: FUZE regularly closes its Facilities for maintenance, selected holidays, and other hours based on municipal requirements. FUZE Fit For A Kid! may delete, change, discontinue, repair, or replace any part or all of the Facilities including, but not limited to, classes, equipment, instructors, programs or special promotions without any effect on this Agreement.

5. REPRESENTATIONS

5(a) Physical Condition & No Medical Advice: You represent that you and your minor child are in good physical condition and have no medical reason or impairment that might prevent you from your intended use of FUZE Fit For A Kid!'s Facilities – PLEASE ALSO AFFIRM ON WAIVER. As such, you acknowledge that FUZE Fit For A Kid!, its employees, contractors, consultants or officers will/did not give you medical advice before you joined, and cannot give you any after you join, relating to your physical condition and ability to use the Facilities. If you have any health or medical concerns now or after you join, discuss them with your doctor before using the Facilities. Please see and reference attached Waiver and Release of Liability for more information.

5(b) Limited Use: If you know or should know you have any problem that might prevent you from using all of FUZE Fit For A Kid!'s Facilities and you sign this Agreement, you agree that your membership is limited accordingly. However, because it's your choice, you still must pay your Payment as if you could use (all) the Club's facilities.

5(c) Liability for Property: FUZE Fit For A Kid! is not liable to you or your guest for any personal property that is damaged, lost, or stolen while on or around FUZE Fit For A Kid!'s premises, off-premises, or parking lot including, but not limited to, a vehicle or its contents or any property left in a locker or cubby. If you or your guest cause any damage to FUZE Fit For A Kid!'s facilities, you are liable to FUZE Fit For A Kid! for its cost of repair or replacement.

5(d) Entire Agreement & Enforcement: You acknowledge that neither FUZE Fit For A Kid!, nor anyone else, made any representations or promises upon which you relied that are not stated in this Agreement. This document contains the entire agreement between you and FUZE Fit For A Kid! and replaces any oral or other written agreement. If a court



declares any part of this Agreement invalid, it will not invalidate the remaining parts, which continue unaffected. If FUZE Fit For A Kid! does not enforce any right in this Agreement for any reason, FUZE Fit For A Kid! does not waive its right to enforce it later.

6. CANCELLATION • TERMINATION • REFUND

6(a) Your 3-Day Cancellation Rights: You can cancel your membership within 5 business days after signing this Agreement by sending the 3-DAY NOTICE by US mail or hand delivery. If you do, FUZE Fit For A Kid! refunds all the money you paid within 10 days of when FUZE Fit For A Kid! receives the notice. If you pay money under this Agreement for a club that has not yet opened for business, you have the right to cancel this contract and receive a full refund by sending written notice by US mail or hand delivery at any time prior to midnight of the fifth business day after the date the Club opens for business. If you timely cancel this Agreement, FUZE Fit For A Kid! refunds all the money you paid within 10 days of when FUZE Fit For A Kid! receives the written or in-person notice.

6(b) Basic Cancellation, Rescheduling, Rights & Refund: You have the option to *extend* the terms (length and /or number of days/week use) of your agreement at any time to the prevailing rate based on term and number of days of use per week. You *may not shorten* the number of days per week or the length of the term during your initial or subsequent term period without reconciliation at Club's option; you can reduce the number of days/week use at the end of your current term. You may cancel your Weekly Camp (less no-refundable deposit), reschedule Training Sessions (which require a minimum 24-hour notice), any prepaid membership and receive a pro-rated refund of any unused prepaid annual payment if you qualify as follows:

6(b)(1) Death or disability: Your disability must physically prevent you from using the club's Facilities and a licensed physician must verify this fact in writing. In case of death, your estate must provide written evidence. In either case, FUZE Fit For A Kid! will refund any unused prepaid Payments. If the event occurs during your initial prepaid membership, FUZE Fit For A Kid! will also refund a prorated portion of your Enrollment Fee.

6(b)(2) You Move: Your residence move must be more than 35 miles from the club of enrollment and FUZE Fit For A Kid! must be unable to transfer your membership to comparable Facilities. You must provide written evidence of your move. FUZE Fit For A Kid! will refund any unused prepaid Payments and deduct a move fee of \$50 or a move fee of \$20 if more than half of your membership has expired, prorated up to the next quarter.

6(b)(3) Notice & Effective Date: You (your estate) must send written notice by US mail or hand delivery and proof of the event within 30 days after it happens, along with your membership ID card. Cancellation is effective as of the date of the event or the last date you used Club's Facilities, whichever is later. If your notice is late or lacks proof, FUZE Fit For A Kid! may set the effective date when FUZE Fit For A Kid! receives the notice. Such notice shall be sent to the address shown on the front page.

6(c) Termination of Membership: If you have a 6 or 12 month membership, you may not terminate it during the contract period (or get a refund), except for the reasons stated in section 6 (a) and 6 (b). If you do not renew your 6 or 12 month Contract or contract membership by the renewal date, your membership automatically continues to a Month to Month Membership and at the Club's option, at the applicable monthly Month-to-Month rate as described in this agreement, unless you notify us in person or writing to do otherwise 30 days prior to the following month. Should you elect to terminate your Month-to-Month contract, you are required to provide a minimum 15-day written or in person notification and your membership will be pro-rated and discontinued the following month, e.g. you enroll and start membership on the 15th of the month, and provide notice of termination provided on the 5th of the month will be discontinued on the 20th of the same month and any unused or due monthly payments for that same period will be charged to bring your account current to your initial effective date – no money will be charged or returned

6(d) Termination for Cause by FUZE Fit For A Kid! . FUZE Fit For A Kid! may, at its option, terminate your membership if (1) you fail to make timely payments under any payment plan, (2) any Payments are late, (3) the Payments are interrupted or discontinued for any reason and you or your cosigner do not provide an acceptable alternative, (4) you or your child fail to follow any of FUZE Fit For A Kid!'s Membership Policies or Rules or violate any part of this Agreement, or (5) you or your child's conduct is improper or harmful to the best interest of FUZE Fit For A Kid! or its members or employees or contractors. Termination is effective on the date FUZE Fit For A Kid! mails a written notice to your last known address or presents it to you in person. You are liable for all financial obligations until that date. If you prepaid your payments, FUZE Fit For A Kid! will not refund any unused portion, and you must return your membership ID card.

6(e) Termination without Cause by FUZE Fit For A Kid! FUZE Fit For A Kid! reserves the right to terminate your membership for any reason not stated above and is not prohibited by law. If FUZE Fit For A Kid! does, it will mail or provide in person a termination notice to you and refund any unused, pro-rated prepaid Payments.

6(f) Termination on Club Closure or Move: If FUZE Fit For A Kid! cannot transfer your membership upon a permanent club closure or move, this Agreement ends 30 days later. As such, FUZE Fit For A Kid! will refund any unused prepaid Annual or 12-Week Payments. If it happens within 60 days of joining, FUZE Fit For A Kid! also will refund a prorated portion of your enrollment fee.

6(g) Effect of Termination & Financial Obligation: Upon cancellation or termination, your right to use FUZE Fit For A Kid!'s Facilities ends and FUZE Fit For A Kid! can deny your child(ren) access to any FUZE Fit For A Kid! club. However, you are still responsible for paying the outstanding balance of the Agreement as shown on the front page except to the extent otherwise set forth herein. If you owe FUZE Fit For A Kid! money when your membership ends, you still owe the money, and FUZE Fit For A Kid! will deduct it from any refund you might have coming. If there is not enough money to cover the debt in the refund, you must pay the balance.

7. ARBITRATION

If there is any dispute between you and FUZE Fit For A Kid! both parties agree to submit it to binding arbitration, using the American Arbitration Association's (AAA) Commercial Arbitration Rules (Rules). Arbitration means that neither you nor FUZE Fit For A Kid! can sue each other in court over the dispute and that a neutral arbitrator will decide it, not jury or judge. To start the arbitration process, either party must submit a written arbitration request to the other within one year of the claim. Any failure to request arbitration within the one year period, shall –constitute a waiver of all rights to raise any claim. The arbitration shall be held at the AAA office nearest to the club you joined and based on AAA's Rules, the parties agree they cannot conduct any discovery. The law of the state where you enrolled governs the dispute. The arbitration covers any dispute related to your membership and this Agreement including, but not limited to, class actions, financial obligations, Facilities, representations, personal injury and property, contract, and tort damage of any kind. If there is any dispute over the applicability of arbitration or the validity of the Assumption of Risk/Waiver provision, only an Arbitrator, not a court, may decide the dispute, which the Arbitrator must determine in a separate hearing before arbitration may proceed. The party who makes the claim must pay the costs of arbitration, including the arbitrator's fees, but each party will pay its own expenses, including attorney's fees and costs. Any judgment on the arbitrator's award may be entered in any court having jurisdiction. The arbitration award shall be complete and final and the parties waive all rights to appeal or any right to challenge the award. The parties shall not disclose the existence, contents, or results of the arbitration without the written consent of both parties.

8. LIMITATION OF LIABILITY

Any award by an Arbitrator or a Court is limited to the terms of this Agreement, unless otherwise expressly provided for under state law. Neither an Arbitrator nor a Court can award either party any indirect, special, incidental or consequential damages, even if one party told the other party that they might suffer these damages.

9. PRIVACY STATEMENT

Privacy is your right and our duty and we will endeavor to protect the privacy and information provided or acquired throughout the course of your membership. We will neither sell or provide your personal information, financial information, or other known pertinent facts to non-FUZE Fit For A Kid! employees, contractors or affiliates without your express written permission.

Signed Parent/Guardian/Date: _____