

## **TRIPLE PLAY ACADEMY MEMBERSHIP AGREEMENT**

- 1. Name:**\_\_\_\_\_
- 2. Address:**\_\_\_\_\_
- 3. Phone(s):**\_\_\_\_\_
- 4. Email(s):**\_\_\_\_\_
- 5. Age:**\_\_\_\_\_ (If under 18 years of age, parent/guardian should complete consent, below.)
- 6. Birthdate:**\_\_\_\_\_

**7. This Membership Agreement between Member, listed in section 1, above, and Triple Play Academy is either on a (i) month-to-month; (ii) six-month; or (iii) one-year basis as indicated on the last page of this Agreement. All dues must be paid in full for the first month (or partial month) at the time of signing this Agreement, and thereafter either paid (a) in-full for the term of the Agreement; or (b) set up to be paid automatically on the fifth of each month by ACH withdrawal from a savings or checking account. A late fee of \$10.00 will be applied for any payments after the fifth of the month. A charge of \$30.00 will be made for any checks returned or debits rejected due to insufficient funds.**

**8. Member agrees to keep and obey all rules and regulations now in force or in the future prescribed by the Triple Play Academy, for the use of the Triple Play Academy training facilities, premises, and equipment therein, and the Triple Play Academy reserves the right to revoke this membership for cause if Member fails to keep and obey any of such rules and regulations, or for reasons of nuisance, disturbance or other members or staff, moral turpitude or fraud. Without limiting**

**Member's obligation to obey the rules and regulations of the Triple Play Academy presently in force or in the future prescribed, Member agrees that he will obey the following rules by:**

- a. Always considering other members' rights and privileges while he or she is training;**
- b. Always paying membership dues on or before the fifth of each month - or pay a late fee;**
- c. Always checking in at the front desk when he or she uses the facility;**
- d. Always unloading all bars and machines when he is through using them and replacing all weight plates on their proper racks;**
- e. Always replacing barbells and dumbbells on their proper racks at the end of each set;**
- f. Always following directions on the proper use of the training equipment and asking for directions when necessary;**
- g. Always picking up baseballs and placing them in a bucket when done hitting in cages and placing the facilities' bats on the rack;**
- h. Never spitting into the water fountain or turf flooring;**
- i. Never putting his or her feet on the wall;**
- j. Never banging dumbbells together when doing flies or other exercises;**
- k. Never dropping dumbbells or barbells on the floor;**
- l. Always disposing of trash in the proper places;**
- m. Always treating members and staff with fullest respect and courtesy;**
- n. Always accepting fullest responsibility for any damage done to equipment due to his misuse of the equipment.**

**9. Without limiting the Triple Play Academy's ability to terminate this membership for cause, the Triple Play Academy may terminate this membership for any reason at the end of any given month. If the Triple Play Academy elects to so terminate, the Triple Play Academy will refund a pro rata portion of any dues applicable to future month(s).**

**10. It is expressly understood and agreed that this contract is**

**not assignable or transferrable by Member and no rights or privileges granted by this membership can be transferred or assigned by Member.**

**11. It is further agreed that all work-outs including the use of batting cages, pitching mounds, pitching machines, baseballs, softball, bats, weights, and use of any and all machinery, equipment, and apparatus designed for exercising and the use of the Triple Play Academy's premises and facilities shall be at the Member's sole risk. Notwithstanding any consultation on work-out programs which may be provided by Triple Play Academy's employees or agents, it is hereby understood that the selection of exercise programs, methods and types of equipment shall be Member's entire responsibility, and the Triple Play Academy shall not be liable to Member or Member's family for any claims, demands, injuries, damages, or actions arising due to injury to Member's person or property arising out of or in connection with the use by Member of the services and facilities of the Triple Play Academy or the premises where the same is located.**

**If Member brings any personal property onto the premises of the Triple Play Academy or onto the Triple Play Academy's parking area, Member takes such action at Member's sole risk. It is hereby understood that the Triple Play Academy is not responsible in any way for damage to or loss of any personal property which Member brings onto the premises of the Triple Play Academy or onto the Triple Play Academy's parking area, including but not limited to, losses due to theft, damage, or car accident.**

**Member understands and acknowledges that physical activity, working out and training has hazards that can cause serious injury and/or death. Member assumes all risks of injury and damage incident to participation in Triple Play Academy programs and working out at its facility. Member agrees in the event of illness or injury, he or she gives consent to the performance of such diagnostic, medical and/or surgical treatment as may be deemed medically necessary to assure his or her safety. In consideration of the privilege to participate in the Triple Play**

**Academy Programs and to work out in its facility, Member hereby releases, discharges, relinquishes, agrees not to take legal action against, hold harmless, and indemnify the Triple Play Academy, its officers, directors, agents, representatives, employees and officials, sponsors, supervisors, participants, members, agents, coaches, and managers from any claims, demands, actions, and causes of action of any sort, arising out of my participation in the Triple Play Academy programs or working out at its facility, including, but not limited to any injury or death sustained in connection with my participation in the Triple Play Academy programs whether the result of negligence or for any other cause. This section will survive any cancellation of this Agreement.**

- (1) NOTICE TO PURCHASER: DO NOT SIGN THIS CONTRACT UNTIL YOU READ IT OR IF IT CONTAINS BLANK SPACES.**
- (2) IF YOU DECIDE YOU DO NOT WISH TO REMAIN A MEMBER OF THE TRIPLE PLAY ACADEMY, YOU MAY CANCEL THIS CONTRACT BY PROVIDING WRITTEN NOTICE TO THE MANAGER OF TRIPLE PLAY ACADEMY. TRIPLE PLAY ACADEMY RESERVES THE RIGHT TO CHARGE A CANCELLATION FEE OF \$125 ON ANY EARLY CANCELLATION OF A 6-MONTH OR ONE-YEAR CONTRACT.**
- (3) IF YOU DIE OR BECOME TOTALLY AND PERMANENTLY DISABLED AFTER THE DATE THIS CONTRACT TAKES EFFECT, YOU OR YOUR ESTATE MAY CANCEL THIS CONTRACT AND RECEIVE A PARTIAL REFUND OF YOUR UNUSED MEMBERSHIP FEE BY MAILING A NOTICE TO THE TRIPLE PLAY ACADEMY REQUESTING SAID REFUND.**

**MEMBER ACKNOWLEDGES RECEIPT OF A FULLY COMPLETED COPY OF THIS AGREEMENT EXECUTED BY BOTH TRIPLE PLAY ACADEMY AND MEMBER AND ACKNOWLEDGES THE AGREEMENT TERMS.**

\_\_\_\_\_  
**Member's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed name**

\_\_\_\_\_  
**Family Physician & phone no.**

\_\_\_\_\_  
**Parent Name &Phone no.**

\_\_\_\_\_  
**Medical Ins. & policy no. for Member**

\_\_\_\_\_  
**Emergency Contact & phone no.**

\_\_\_\_\_  
**Relationship to participant**

## **PARENTAL/GUARDIAN CONSENT**

**The undersigned persons are the parents or guardians of the Member in this membership agreement and make this agreement for the purpose of enabling the Member to use the Triple Play Academy's training facilities. The undersigned persons consent to the Member using the Triple Play Academy training facilities and are aware of the risks involved in such use. The undersigned agree in the event of illness or injury to Member, he or she gives consent to the performance of such diagnostic, medical and/or surgical treatment of the Member as may be deemed medically necessary to assure his or her safety. The undersigned hereby releases, discharges, relinquishes, agrees not to take legal action against, hold harmless, and indemnify the Triple Play Academy, its officers, directors, agents, representatives, employees and officials, sponsors, supervisors, participants, members, agents, coaches, and managers from any claims, demands, actions, and causes of action of any sort, arising out of Member's participation in the Triple Play Academy programs or working out at its facility, including, but not limited to any injury or death sustained in connection with Member's participation in the Triple Play Academy programs whether the result of negligence or for any other cause. This section will survive any cancellation of this Agreement.**

**Signed by Parent/Guardian \_\_\_\_\_**

**Relationship to Member:  Father;  Mother;  Guardian;**

**Other (state relationship)**

**Print Name: \_\_\_\_\_**

**Date: \_\_\_\_\_**

***Payment Obligations and Terms***

**Term of Contract:**

\_\_\_\_\_ **Monthly;** \_\_\_\_\_ **6-month;** \_\_\_\_\_ **One-year**

**Rate:** \_\_\_\_\_

**Payment Type:**

\_\_\_\_\_ **In-full for entire term**

\_\_\_\_\_ **Check No.** \_\_\_\_\_

\_\_\_\_\_ **Cash**

\_\_\_\_\_ **Credit Card**

\_\_\_\_\_ **ACH for monthly debit (complete separate form)**