

TAKEDOWN

TAKEDOWNGYM.COM

17192 STATE HIGHWAY 371

BRAINERD, MN 56401

PHONE: (218) 454-1770

INFO@TAKEDOWNGYM.COM

Membership Options ~~\$95 Enrollment Fee (Check One)~~

12 Month Contract (+Tax)

1 Person Single Membership	2 People Couple Membership	3+ People Family Membership
4+Open Gym...\$58 (4 Sessions)_____	\$90 (8 Sessions)_____	\$120 (12 Sessions)_____
8+Open Gym...\$90 (8 Sessions)_____	\$140 (16 Sessions)_____	\$180 (24 Sessions)_____
Unlimited.....\$130 (Unlimited)_____	\$190 (Unlimited)_____	\$240 (Unlimited)_____

Month to Month (+Tax)

1 Person Single Membership	2 People Couple Membership	3+ People Family Membership
4+Open Gym...\$78 (4 Sessions)_____	\$110 (8 Sessions)_____	\$140 (12 Sessions)_____
8+Open Gym...\$110 (8 Sessions)_____	\$160 (16 Sessions)_____	\$200 (24 Sessions)_____
Unlimited.....\$150 (Unlimited)_____	\$210 (Unlimited)_____	\$260 (Unlimited)_____

Personal Training Options: 30 Min Session @ \$45 Autopay or \$55 non-autopay

\$25 Single Session Drop-In Fee

\$15 (+Tax) Open Gym Drop-In Fee

TOWEL SERVICE

\$2+Tax Per Towel or

\$10+Tax Monthly Per Person/Per Towel

HYDROMASSAGE

\$5(+Tax) Per Time

\$25(+Tax) Unlimited Monthly Per Person

Unlimited Members = Unlimited Massage

**(Unlimited Massage is Once Daily for
10 Minutes a Time)**

LOCKER RENTAL

\$10+Tax Monthly Per Small Locker in Gym or \$15+Tax Monthly Per Large Locker in Hallway

- Our Membership Options have a monthly recurring payment to your credit card.
- Unused sessions will be added to the next month's new sessions, creating a grand total, as long as you are a member in good standing. This is not applicable to unlimited memberships.
- Additional Sessions can be purchased each month once all sessions are used up. Price is based on your membership per session rate. (4=\$12, 8=\$10)
- One Year Contracts, there are no freezes or cancellations. Month to Month Contract, you can freeze one time for free, then a \$50 freeze fee will be assessed each time thereafter.
- Cancellation of Membership will result in a loss of all unused sessions.
- Family Memberships can be shared among all family living in the same household, sessions used on an individual basis.



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TAKEDOWN GYM MEMBERSHIP AGREEMENT

Primary Member Name: _____ D.O.B. _____

Secondary Member Name: _____ D.O.B. _____

Additional Members Names: _____ D.O.B. _____

Email: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

PAYMENT TYPE

Enrollment Fee: _____ Monthly Dues: _____ Total Paid Today: _____

Payment Method: Credit Card: Visa/MasterCard/AmericanExpress.....ACH Transfer...Cash.....Check

Credit Card Account Number: _____

Expiration Date: _____ Security Code: _____

OR

ACH Routing # _____ Account # _____

Today's Date (will be same bill date each month): _____

Payment in Full: Amount _____ EFT (Below) _____

Friends/Family to whom you would like to give a 2-week complimentary membership to:

Name: _____ Phone: _____

Name: _____ Phone: _____

Principal Interests: (Check all that Apply)

Strength Training: _____ Cardiovascular: _____ Spin: _____

Yoga: _____ Personal Training: _____ Weight Loss: _____

High Performance Training (Athletes): _____ Wrestling: _____

Free Lift/Open Gym: _____ Health & Wellness: _____

Adult Sessions/Classes: _____ Takedown Wrestling Club: _____

Future Champions (Kids 3-6): _____

Athletes, What Sports? _____

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Where/How did you hear about us?

Website: _____ Social Media: _____ Direct Mail: _____
Billboard: _____ Print Ad: _____ Drive By: _____
Radio: _____ Other: _____
Current Member (Name) _____
Former Member (Name) _____

EFT (Electronic Funds Transfer)

All 12 Month Memberships, except Future Champions, must use EFT payment plans. we prefer Month to Month to be EFT as well, but not needed. By signing this agreement, I authorize Takedown Gym to bill my bank account or credit card on the same date each month, which is the date mentioned above, for \$ _____. I understand that payments will continue on a monthly basis unless Takedown Gym receives a written notice two (2) weeks in advance of the next billing date, which is the desired cancellation date. If monthly dues payments are delinquent for two (2) consecutive months, I will not be allowed to use the club's facilities until payment is made and my account is current. I also agree to make payments on this membership regardless of how often I use the club. Takedown Gym may raise the monthly dues with a 30 day notice.

Initials: _____ Date: _____

Membership Types

Our Membership Options have a monthly recurring payment to your credit card, on the same date each month.

Unused sessions will be added to the next month's new sessions, creating a grand total, as long as you are a member in good standing (This concept is not applicable to unlimited memberships). Additional sessions can be purchased each month once all sessions are used up. Price is based on your membership per session rate of \$12 for a 4+ membership or \$10 for an 8+ membership.

With a 12 Month Contract, there is no freezes or cancellations. With a Month to Month Contract, you can freeze one time for free. Second time and beyond, there is a \$50 freeze fee applied to your account each time thereafter. During a freeze, member is not allowed to use Takedown Gym, however, unused sessions are not lost. Once freeze option is lifted, member is now able to use all unused sessions from before. Takedown Gym needs to be notified a minimum of two (2) weeks prior to bill date, to have time to process this freeze option. A cancellation of a 12 month contract, requires being switched to "month to month" contract and being back billed the prorated difference for used months. Then option to cancel is valid.

Cancellation of Memberships will result in a loss of all unused sessions.

Family Memberships can be shared among all family living in the same household, sessions are used on an individual basis.

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Members must sign up for sessions ahead of time in order to attend the session. There must be at least five (5) members signed up for each session, or the session will be canceled. If a session is canceled, an email notification will be sent out by 4pm on the day of the session to all members that are currently registered. If you are registered for a class and do not attend, you will be charged a \$25 class cancellation fee and will lose that class. Please cancel classes in advance.

Members must attend their age appropriate sessions only.

With our Special Monthly Memberships, there is no carry over of unused sessions. A payment must be made each month to stay current and to stay a member.

Do not sign this Agreement until you have read the below Terms and Conditions, which are part of this Agreement and incorporated herein by reference. Member is entitled to a completely filled in copy of this Agreement. By signing this Agreement, Member acknowledges that (A) this Agreement is a contract that will become legally binding upon its acceptance by Takedown Gym, (B) Member has examined the gym facilities and accepts them in the present condition, and (C) Takedown Gym makes no representations or warranties to Member, either expressed or implied, except to the extent expressly set forth in this Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, written or oral, with respect to such subject matter.

Cancellation of an individual session must be made at least 12 hours prior to the session. If you fail to cancel your attendance at the session, the session credit will be removed from your account total.

Initials: _____ Date: _____

EFT MEMBERS ONLY: I understand that I am committing to 12 monthly payments and that after the 12th payment is made, my monthly dues will automatically continue until I give written notice of the cancellation.

Medical Risks

I recognize the risk of injury in any exercise program and am participating upon the express agreement and understanding that I am hereby waiving and releasing Takedown Gym from and against any and all claims, costs, liabilities and injuries incurred both while on these premises and virtually. I agree that it is solely my responsibility to consult with a physician prior to commencing any exercise program and to seek medical assistance in the event of any injury.

Member represents and warrants to Takedown Gym that Member is in good physical condition and has no medical reason or impairment that could prevent Member from his or her intended use of Takedown Gym's facilities. Member acknowledges that Takedown Gym has not given Member any medical advice before Member joined Takedown Gym and cannot give Member any such advice after Member joins Takedown Gym, whether related to Member's physical condition and ability to use the facilities and services of Takedown Gym or otherwise. Member acknowledges and agrees that Member will discuss any health or medical concerns with Member's physician or other health professional before using Takedown Gym's facilities

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Cancellations and Freezes:

EFT Memberships Only. Paid in Full Memberships are as is.

I understand that I am making a commitment to a one-year membership. Exceptions to this commitment are listed below.

I may cancel my membership within the first 30 days of joining for any reason and I will receive a full prorated refund, consisting of the entire joining fee and prorated dues. This refund policy does not apply to renewals and only to members joining for the first time.

I may cancel my membership after 30 days if I move more than 30 miles from original address at the time of my joining. And/Or if I become physically or mentally disabled for more than 90 days and provide medical verification of the condition.

There are no freeze options for a 12 month contract. Freeze options for a month to month contract are listed above.

If Member fails to pay any amount when due under this Agreement. Takedown Gym shall be entitled, at any time in its sole discretion, to suspend or cancel Member's membership and to require Member to immediately pay all past due balances. Suspension or cancellation shall not relieve Member from the obligation to pay any unpaid balances. Any payments owing from Member to Takedown Gym that are not received when due shall bear interest at the highest rate permitted by law. If Member fails to pay any amount due to Takedown Gym when due, Member shall pay all costs and expenses of collection incurred by Takedown Gym, including reasonable attorneys' fees and expenses.

Cancellations and freezes must be put in writing and sent certified mail or delivered in person a minimum of two (2) weeks prior to next bill date. If not, cancellation or freeze will go in affect for the following months' payment. Takedown Gym does not freeze memberships retroactively. You may obtain copies of the complete policies at the front desk.

Waiver of Liability/Assumption of Risk

Member acknowledges that the use of Takedown Gym's facilities, equipment, services and programs involves an inherent risk of personal injury to Member and Member's guests and invitees. Member voluntarily agrees to assume all risks of personal injury to Member, Member's spouse, children, unborn children, other family members, guests or invitees and waives any and all claims or actions that Member may have against Takedown Gym, any of its subsidiaries or other affiliates and any of their respective officers, directors, employees, agents, successors and assigns for any such personal injury (and no such person shall be liable to Member, Member's spouse, children, unborn children, other family members, guests or invitees for any such personal injury), including, without limitation (1) injuries arising from use of any exercise equipment or machines, (ii) injuries arising from participation in supervised or unsupervised activities and programs in exercise rooms, mats, or other areas of the Takedown Gym, (iii) injuries or medical disorders resulting from exercising at any Takedown Gym, including heart attacks, strokes, heat stress, sprains, broken bones and torn or damaged muscles, ligaments or tendons, and (iv)

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accidental injuries within any Takedown Gym facilities, including locker rooms, showers and dressing rooms. Member acknowledges that Takedown Gym does not manufacture any of the fitness or other equipment at its facilities. Accordingly, neither Takedown Gym, nor any of its subsidiaries, affiliates or any of their respective officers, directors, employees, agents, successors or assigns, shall be held liable for any such defective equipment or products. Member shall indemnify each of Takedown Gym and any of its subsidiaries, affiliates and each of their respective officers, directors, employees, agents, successors and assigns (each, an "Indemnified Party") and save and hold each of them harmless against and pay on behalf of or reimburse any such indemnified Party as and when incurred for any losses which such Indemnified Party may suffer, sustain or become subject to, as a result of, in connection with, relating or incidental to or by virtue of any claim that is the subject of the waiver set forth above. The provisions of this paragraph shall survive the termination of this Agreement and Member's membership.

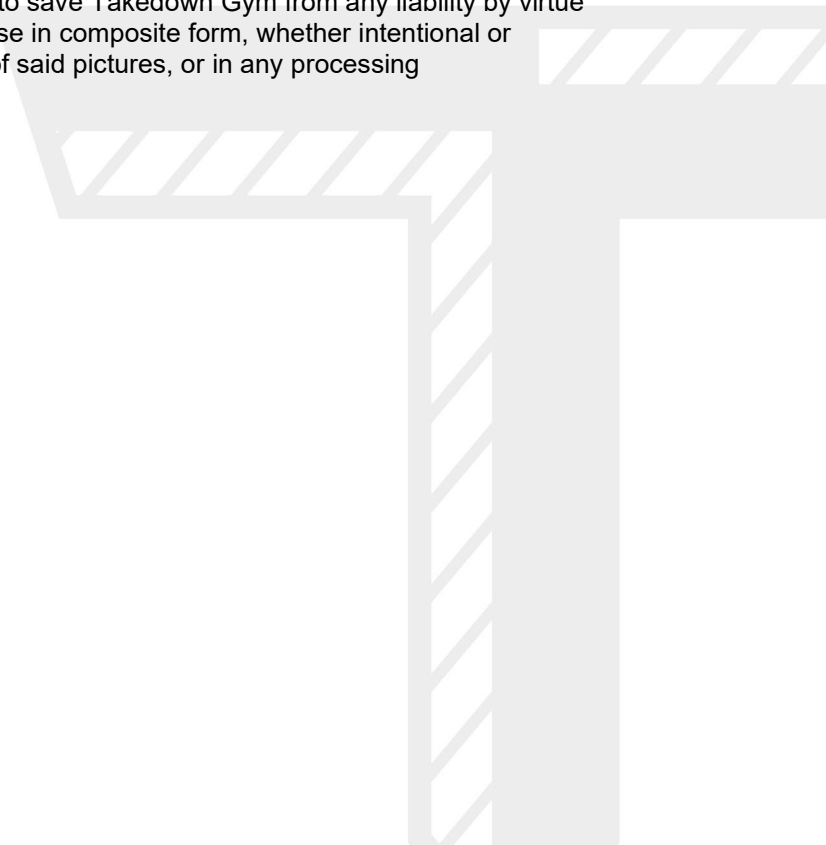
If you are participating in any of our online workout classes: Please make sure you are following along in a safe environment, with no hazards in the way or anything around you that could possibly fall, make sure you have plenty of space and are demonstrating proper form.

Initials: _____ **Date:** _____

Model Release Form

In consideration of value received, receipt whereof is acknowledged, I hereby give Takedown Gym the absolute right and permission to copyright and/or publish, or use photographic portraits or pictures of me, or in which I may include or in part, or composite or distorted in character form, in conjunction with my own or fictitious name, or reproductions thereof in color or otherwise, made through any media at their studio or elsewhere, for art, advertising, trade, social media or any lawful purposes whatsoever. I hereby waive any right that I may have to inspect and/or approve the finished product or the advertising copy that may be used in connection therewith, or the use to which may be applied. I hereby release, discharge, and agree to save Takedown Gym from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said pictures, or in any processing tending towards the completion of the finished product.

Initials: _____ **Date:** _____



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Specific Takedown Gym Guidelines

Rules are not limited to the attached and are subject to change.

Member acknowledges the existence of and the need for rules and regulations governing use of Takedown Gym's equipment and facilities and participation in programs and services (the "Rules and Regulations"). Member agrees to comply with the posted Rules and Regulations as presently in effect or as they may hereafter be modified, amended or supplemented. Takedown Gym reserves the right to modify, amend or supplement the Rules and Regulations from time to time in its sole discretion. Takedown Gym may cancel Member's membership at any time for breach of the Rules and Regulations or generally undesirable behavior, as determined by Takedown Gym in its sole discretion, and Member will not be entitled to a refund of any portion of initiation fees or dues paid to the date of cancellation.

Takedown facilities and services are intended for the enjoyment of its members and guests and may not be utilized to promote special interests, personal business, or requests without the permission of Takedown Management. This specifically includes soliciting of members and guests with regards to fund raising and personal training. Takedown prohibits any supervised, formal workouts led by individuals or groups that are not employed by the facility. ANY attempt to conduct supervised workouts within the center led, initiated, or suggested by individuals not approved by Takedown may result in Takedown, in its sole discretion, to terminate memberships connected with the act.

Takedown Gym reserves the right to terminate your contract and cancel your membership for any violations we deem appropriate.

The hours of operation will be set by Takedown Gym and may be changed at any time in its sole discretion. Takedown Gym expressly reserves the right to add to, eliminate, or alter any program, equipment, furniture or fixture when deemed necessary or desirable in its sole discretion. The information on this Agreement is the property of Takedown Gym. Membership does not confer on Member any ownership interest in Takedown Gym or any of its property.

Takedown Gym shall not be liable to Member or any of Member's guests or invitees for any personal property that is damaged, lost or stolen while on or around Takedown Gym's premises including, but not limited to, a vehicle or its contents, or any property left in a locker. Member shall be liable to Takedown Gym for any damage to Takedown Gym's facilities or any equipment, furniture or fixture located thereon caused by Member or any Member's guests or invitees.

There are times throughout the year that Takedown Gym is closed or has reduced hours due to holidays and other special events. In June, July and August, the club has the right to reduce its hours on Saturday and Sunday.

I have read and understand these guidelines.

Member Signature: _____

Date: _____



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Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Takedown Gym LLC (the "Business") has put in place preventative measures to reduce the spread of COVID-19; however, the Business cannot guarantee that any patron will not become infected with COVID-19. Further, entry upon the premises of the Business and any activities performed thereon could increase the risk of contracting COVID-19 for myself and those I come in close contact with.

I acknowledge that I am voluntarily entering the premises of the Business for purposes of patronizing the Business for my personal benefit, and the value of such benefit is sufficient consideration for my voluntary execution of this agreement.

I further acknowledge and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by patronizing the Business and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Business may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Business employees, agents, representatives, customers, and any others present on the premises of the Business.

I further acknowledge and voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my presence at the Business or services performed at my request at the Business ("Claims"). I hereby release, covenant not to sue, discharge, and hold harmless the Business, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Business, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after my visit to the Business.

This agreement may be delivered by the executing party by facsimile, portable document format (.pdf), electronic signature or any other electronic transmission and shall be deemed to be an original signature hereto and shall have the same force and effect as the use of manual signatures.

This agreement shall remain in full force and effect at any and all locations of the Business operating under common ownership until the World Health Organization declares a completion of the worldwide pandemic related to COVID-19.

Signature of Customer

Date

Print Name of Customer