

1. **Agreement** – This agreement is between Right Approach Performance LLC. , hereafter referred to as RA Performance, and _____ . Hereafter referred to as “member”. This agreement is entered on _____ (Month/Day/Year).

2. Membership -

- a. **Term Memberships:** Your first month at Right Approach Performance will begin the day the application is completed, along with the first month’s dues are paid. The first month will be prorated if the start date is not the 1st of the month.
- b. **Term Membership Payments:** All term memberships and guest fees are collected via auto-debit (i.e., electronic funds transfer) from either a checking account, debit card or credit card. By providing your checking account, debit card or credit card information you allow Right Approach Performance to automatically withdraw dues and fees as they come due each 1st of the month.
- c. **Family Memberships:** Family is defined as spouse or children living in the same household. Only one member is allowed to satisfy dues. If a family membership drops to one member, the Dues change to the Individual rate in effect at that time.
- d. **Right to Modify Dues:** If you have a Month-to-month Membership, then Right Approach Performance may increase your Dues at any time.

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3. **Three-Day Right of Rescission** - New members have three days after signing this Agreement to cancel their membership without penalty. If the Agreement is cancelled within three days, Right Approach Performance will return to the member within thirty days all amounts paid less \$25 for usage of facility during those three days. To cancel, new members must inform Right Approach Performance in writing of their intent to cancel. Written intent to cancel can be delivered to Right Approach Performance in person or e-mailed to rightapproachgolf@gmail.com

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4. Availability of Facility -

- a. **Class or by Appointment only:** Right Approach Performance does not provide an “Open Gym” facility. Members may use the facilities only during scheduled classes, scheduled events or by appointment. Operating hours and current class schedules are listed on our website at www.rightapproachperformance.com. Right Approach Performance reserves the right to change operating hours and/or class schedules at its sole discretion without any effect to this Agreement.
- b. **Limited Availability:** Right Approach Performance may close its Facility for seminars, certifications, maintenance, selected holidays and other hours based on municipal requirements. Right Approach Performance may delete, change, discontinue, repair, or replace any part or all of the Facility without any effect on this Agreement. If no part of the Facility is unavailable for more than three (3) consecutive days (not including Sundays) for any reason but less than fifteen consecutive days (not including Sundays), except acts of nature, Right Approach Performance will extend your membership, without Dues, for the same period the Facility was unavailable. Should the facility become unavailable for more than fifteen consecutive days (not including Sundays) for any reason including acts of nature, then you may elect to cancel this membership effective the following 1st of the month. Right Approach Performance will not be responsible for refunding any membership fees paid, including advance payments up to 12 months. Any memberships that are paid for more than 12 months in advance will have the portion corresponding to a term beyond 12 months refunded.
- c. **Limited Use:** If you know or should know you have a problem that might prevent you from using Right Approach Performance (i.e., medical or family emergency, business travel, vacation, etc...) and you sign this Agreement; you agree that your membership is limited accordingly. However, because this is your choice, you still must pay your monthly dues as if you could use the Facility; there will be no carry-

over of monthly dues into subsequent months for any time unspent using the Facility in a previous month. See our Freeze Policy for Term Memberships and our Cancellation Policy for other options.

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5. **Late Payment / Declined Credit Card Fees** - A \$15 late payment will be due and payable for payments received past the 5th of the month. A returned check or declined credit card/debit card will result in a **fee of \$25**. Membership fees must be paid on or before the first day of the month. Members who are not current will not be allowed to participate in classes after the 5th of the month.

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6. **Cancellation of Membership by Member** - A member may cancel his/her membership at any time with at least a 30 day notice. Please remember partial months are not permitted.. There are no refunds for membership fees, and Right Approach Performance will not prorate a cancelled membership.

7. **Lost Articles** – Right Approach Performance assumes no responsibility for lost or stolen articles. Lost and found articles not claimed after 30 days will be donated to charity or thrown away.

8. **Smoking, Alcohol, Food and Drink.** - No smoking is allowed in any part of the facility. Food or drink may be taken into the facilities if it is in a non-breakable, enclosed container. No alcohol is permitted anywhere on the premise.

9. Supervision of Children –

- a. Members must be 14 years of age or older unless supervised by a parent or legal guardian at all times, or enrolled in our Kids Program.
- b. Guests/Visitors under the age of 14 must be supervised by a parent or legal guardian at all times.
- c. Children between 12 and 14 may participate on a case-by-case basis in regular classes if the parent or legal guardian is present. Right Approach Performance will be the sole determiner if a child between the ages of 12 and 14 may participate in regular classes. This determination will take into account the following and

other factors: physical and emotional maturity, physical ability to safely perform exercises, ability to follow instructions, and/or a determination that regular classes will allow for greater progress than Kids Classes.

- d. Children's Programs – Children enrolled in our Kids Programs will be supervised by Right Approach Performance staff. Children are to be dropped off no earlier than 10 minutes prior to the scheduled class and picked up no later than 10 minutes after the scheduled class. Parents or legal guardians will be fined \$10 per incident and per 15 minutes of being dropped off early or picked up late.

Parent or legal guardian's initials if applicable

10. **Conduct** – Right Approach Performance is committed to the health, safety, welfare of each of its members and staff and will not tolerate unreasonable, threatening, obscene, harassing, indecent, or illegal behavior. Right Approach Performance has the right to judge behavior and respond accordingly. This right includes, but is not limited to, termination of membership without refund of any member engaging in unacceptable behavior.
11. **Damages** - Members shall pay for any damages to Right Approach Performance property which results from the willful or negligent conduct of member, member's guest or dependent children.
12. **Rules and/or Regulations** - Members who do not observe Right Approach Performance rules and regulations or who abuse equipment in any fashion will be asked to leave. The management reserves the right to terminate membership of anyone who refuses to observe any of Right Approach Performance's rules or regulations. Not all rules and regulations are listed in this agreement. Right Approach Performance reserves the right to add, change or remove rules, conditions of membership, opening and closing hours, and all services and facilities offered by Right Approach Performance.

13. Miscellaneous –

- a. This Agreement contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Agreement. The provisions of this may be waived, altered, amended or repealed, in whole or in part, only upon prior written consent of all parties
- b. *Member* has read, and fully agrees to the term of this Agreement and understands and agrees that by signing this Agreement (**which contains a waiver, release and assumption of risks**) *Member* has given up considerable future legal rights. Member has signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to him/her. *Member* certifies and warrants that he/she is 18 years of age or older and mentally competent to enter into this Agreement.
- c. If any portion of this agreement is deemed illegal, void or unenforceable, then the remaining agreement shall remain in effect.