



QUALITY HANDS ON
PHYSICAL THERAPY

Recurring Payment Authorization Form

Company Name: Excel Physical Therapy and Wellness

Street Address: 3425 North Liberty Street
City, State, Zip Code: Canton, MS 39046
Phone Number: 601-691-5132

Membership Type: (Please Circle Choice)

\$15.00/month 17 & Under

\$20.00/month auto draft ACH or DEBIT

\$15.00/month teacher, public servicemen, Military o

\$20.00/month + \$20.00 one time signup for CASH PAY MEMBERS

Schedule your payment to be automatically deducted from your bank account, or charged to your Visa, MasterCard, American Express or Discover Card. Just complete and sign this form to get started!

Recurring Payments Will Make Your Life Easier:

- It's convenient (saving you time and postage)
- Your payment is always on time (even if you're out of town), eliminating late charges

Here's How Recurring Payments Work:

You authorize regularly scheduled charges to your checking/savings account or credit card. You will be charged the amount indicated below each billing period. A receipt for each payment will be emailed to you and the charge will appear on your bank statement as an "ACH Debit." You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.



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Please complete the information below:

I _____ authorize **Excel Physical Therapy and Wellness** to charge my credit card
 (full name) (insert business name)

indicated below for _____ on the _____ of each _____ for payment of my
 (insert \$) (day or date) (frequency)

 (insert type of bill)

Billing Address _____

Phone# _____

City, State, Zip _____

Email _____

Checking/ Savings Account

Checking Savings

Name on Acct _____

Bank Name _____

Account Number _____

Bank Routing # _____

Bank City/State _____

Credit Card

Visa MasterCard

Amex Discover

Cardholder Name _____

Account Number _____

Exp. Date _____

CVV (3 digit number on back of card) _____

SIGNATURE _____

DATE _____

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Evolve Communications (business name) in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non Sufficient Funds (NSF) I understand that Evolve Communications (business name) may at its discretion attempt to process the charge again within 30 days, and agree to an additional \$25.00 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this credit card/bank account and will not dispute these scheduled transactions with my bank or credit card company; so long as the transactions correspond to the terms indicated in this authorization form.



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MEMBERSHIP TERMS AND CONDITIONS - WAIVER AND RELEASE

In consideration of my use of the exercise equipment and facilities provided by the company, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the company and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me, or my guest in, on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the company. By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and noneconomic), and losses of any type, which may occur to me or my guest, and I hereby fully and forever release and discharge the company, its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of said equipment and facilities. I expressly agree to indemnify and hold the company harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me or my guest. I agree to be solely responsible for safety and well-being of my guest and myself. I understand that the company does not provide supervision, instruction, or assistance for the use of the facilities and equipment. I agree to comply with all rules imposed by the company regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose. I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death. I understand and agree that the company is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises. I understand and agree that my use of the facilities and equipment is only to be undertaken on my own personal time, and that my use of the facilities and equipment is not within the course or scope of my employment.

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

SIGNATURE: _____

DATE: _____

HEALTH ATTESTATION

The Member attests that they are fully able to participate in an exercise regimen of their design or choosing without undue risk.

GYM MEMBERSHIP DUES

The Member agrees to pay either monthly or annual dues, indicated by selecting an option in the table below. These dues may be paid by automatic debit or credit card transaction or in-person via debit, credit, or cash.

- \$20.00 per month No Contract
- \$200.00 for Annual Membership
- \$100.00 for Semi - Annual Membership
- \$15.00 for Public Servants (Teachers, Military, Police, Firefighter only)
- \$15.00 for 17 & Under.

Bank Card Direct Debit Payments

On selecting the Pay Monthly membership option, members will be required to pay the associated registration fee and the 1st month membership fee in advance. Members are required to agree to the normal terms and conditions of payment.

This is a recurring monthly charge. Membership Fees will be debited from the members account, using their given bank debit/credit card, on or around their join date each month, for the minimum 1 month term from the term start date. Members can cancel their agreement and stop payments at any time, by simply logging in to their Member Area online and pressing the "Cancel" button.

Members are required to keep their account in funds to meet these payments. In the event of the failure to pay the monthly membership fee, missed payments will be re-submitted for payment by Excel Physical Therapy and Wellness Center, LLC. Excel Physical Therapy and Wellness Center, LLC reserves the right to cancel membership if payment is not received. Access to the facility will be denied until said payment is received and if payment is not received, and cancellation occurs, the registration fee becomes applicable again on re-joining.

These arrears of fees must be paid by Credit or Debit card online using the Member Area.

Failure to meet direct debit fee – In the event of the failure to pay the monthly direct debit fee you will firstly be notified that your membership has been temporarily stopped until the balance is paid.

PERSONAL TRAINING

Personal training and fitness classes are offered by the gym, but are not included in the member's membership dues. **Excel PT and Wellness** reserves the right to demand additional fees for any personal or group training that the Member chooses to participate in.

Disclaimer Of Liability For Legal Declarations

If any provisions of these terms and conditions are found to be illegal, outdated, less legally preferable in a legal action or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect. We refuse to accept liability for parties who do not make us openly aware of faults and later deny such observations in legal action – Access our website at your own, sole risk and liability without exception.

These terms shall be governed by and interpreted in accordance with the laws of the United States of America.

GYM RULES AND PARTICIPATION

The Member hereby agrees to abide by all posted safety guidelines and regulations while using **Excel PT and Wellness** facilities and equipment.

Additionally, the Member agrees to dress and conduct themselves in a manner deemed appropriate for a fitness facility.

The Member shall not consume drugs, alcohol, or tobacco products on **Excel PT and Wellness** property.

The Member agrees not to photograph or videotape on **Excel PT and Wellness** property.

Excel PT and Wellness reserves the right to revoke the Member's access if these terms are violated.

MEMBERSHIP AND REFUND POLICY

All memberships are Non-Transferable & Non-Refundable.

All members must be over 16 to avail of facilities and services provided at Stafford Fitness.

Excel PT and Wellness is a private members club and the management reserve the right to refuse membership to any individual without cause. References may be required on a case by case basis and Garda checks will also be run on a case by case basis.

Failure to pass a Garda check will result in membership termination and the refusal of entry again.

Membership may be renewed on payment of the prevailing fee and in accordance with the terms and conditions then in force.

By joining the club, members automatically accept and agree to be bound by these conditions of membership.

The club may withdraw use of all or part of the club for the purpose of undertaking maintenance work or any other work considered necessary for a maximum period of seven working days.

GYM MEMBERSHIP CANCELLATION

This gym membership may be cancelled by providing written notice, in person, at **Excel PT and Wellness**. If the Member must cancel this gym membership contract due to military service or relocation to an area more than 25 miles from a **Excel PT and Wellness** facility, the Member may cancel without paying the cancellation fee.

ACCEPTANCE

The below signed parties hereby enter into this gym membership contract with one another in acknowledgement and acceptance of the terms listed above.

Excel PT and Wellness

Signed By: _____