



Membership Agreement

This Membership Agreement (hereinafter referred to as the "Agreement") is made and shall be effective as on [.] (hereinafter referred to as the "Effective Date"),

By and between

Rage Fight Academy (hereinafter referred to as the "Gym"), located at Thappraya Road, Soi Norway, 308/43, Moo 10, Nongprue, Pattaya, Thailand, Chon Buri

Client Name. (Print Name)

(hereinafter referred to as the "Member").

The Gym and the Member are collectively referred to as the "Parties" and individually as "Party".

The Gym offers personal training and group fitness classes, and the Member wishes to participate in these classes and to enjoy other amenities offered including but not limited to lockers, changing rooms, and showers, unless noted otherwise.

Member Details

1. Member Name:
2. Sex:
3. Address:
4. Date of Birth:
5. Phone:
6. Email:
7. Line ID: or FaceBook or What's App -

Health Attestation

The Member attests that they are fully able to participate in an exercise routine of their choice without undue risk.

Thus, by providing the aforementioned details, the Member hereby shows their desire to become a member of the Gym, pursuant to the terms and conditions of this Agreement.

Terms and Conditions

The following terms and conditions shall define and govern the relevant aspects of this Agreement:

1. Member Access

This Agreement entitles the Member to access the Gym's facilities (hereinafter referred to as "Facilities") as long as the dues are paid in advance to the Gym.

The Membership facilities provided by the Gym are as follows: *Note items where coaching is required is an additional cost to general use membership of the facility. All enquires are welcome in relation to programs and professional training at the performance center. All programs are designed specifically for the individual based on the individual's needs, goals and current fitness condition. An initial consultation with standard athletic performance testing to determine the individuals benchmark to monitor performance over a desired program duration to achieve the end result.*

- Hypertrophy training
- Weight and resistance machines
- Weights and dumbbells
- one-on-one training
- Resistance
- Exercise bikes
- Treadmills
- Elliptical
- Exercise machines
- yoga
- Hypoxic Altitude Training
- Aerobic Cardio training
- Plyometrics
- Boxing, pad work, Bag work, Boxing sparring
- Muay Thai, pad work, Muay Thai sparring
- BJJ - MAA - Sparing
- Strength and Conditioning
- Athlete Development Program
- Exercise program's

2. Membership Fees

The Member has opted for the [Input Plan eg, monthly, quarterly]. membership and has to pay an amount of [_____THB per (circle) month, fortnight, week for membership] (hereinafter referred to as "Fee") to avail the facilities of the Gym.

The Member has to pay an initial fee of [_____THB] (hereinafter referred to as "Deposit") immediately upon the execution of this Agreement that will be refunded after the Member decides to quit the services of the Gym.

The fee may be paid via the following method: [in person at the facility or electronic transfer into our nominated bank account].

NOTE:

1. Monthly memberships are paid in advance monthly, on the calendar date the membership has started, for the following month.
2. Yearly membership has to be paid in 1 lump sum, or in equal monthly installments. If you decide to pay in equal monthly installments, your payment is due on the first day of the month.
4. A late fee of [200 THB] will be charged post [Mention Date] of each month if the payment is not made in time if continuing use of the gym.

3. Term

The Membership shall commence on the date of [Date]. (hereinafter referred to as the "Commencement Date") and shall continue till the Member pay the fee on time or until it is terminated by either Party.

4. Right to Cancellation

To cancel their membership without penalty, the Member has to inform the Gym in writing within 7 days after signing this Agreement. If the Agreement is canceled within [7 days] days, the Gym shall return to the Member all amounts paid minus for the usage of the Facility during those 7 days.

5. Membership Freeze Policy

Member may freeze their yearly membership for up to 3 of Months in one calendar year during which time you will not be charged the usual membership fees. A fee of [500 THB] shall be charged per freeze request. A Freeze is effective only upon [5] days prior written notice to the Gym before the Freeze is to take effect. The freeze request must state both the freeze start date and resume date. Once you resume any usage of the Gym, the freeze will terminate. The time of any freeze will extend the Yearly Membership term by the amount of time of the freeze.

6. Termination

The Member may terminate this Agreement upon 14 days prior written notice to the Gym. Upon the termination of this agreement, the Member shall immediately return to the Gym any card or material issued to the Member. The Gym may charge the Member a fee of \$ [500 THB] for any material issued to the Member that is not returned within [5 Days] days of the date of termination.

This Agreement may also be immediately terminated in the event there is a breach of the terms of this Agreement by either party. This Agreement shall also terminate upon the death of the Member, or because of significant physical or medical disability for a period in excess of 2 months.

If the Member has prepaid the membership fees for a specific number of months, the Gym shall refund any remaining balance to the Member, after deducting the outstanding amount owing by the Member, within [7] days after the date of termination.

7. Assumption of Risk and Potential Liability

The Member acknowledges and agrees that there are risks involved with any fitness and physical activity, the use of exercise equipment, and participation in an exercise program, and such risks may include the risk of serious bodily injury or death.

By signing this agreement, the Member knowingly and voluntarily assumes all risks of liability, loss, illness, death, or injury caused or arising out of any use of the Facilities or the participation in any activities by the Member.

8. Lost Goods

The Gym takes no responsibility for lost or stolen goods. Lost and found goods not claimed after 10 days will be donated to charity or thrown away.

9. Damages

The Member shall pay for any damages it incurs to the equipment or premises of the Gym, which results from the poor conduct of the Member or its guests.

10. Rules and Responsibilities

- 1.
2. The Member shall abide by all the safety guidelines and regulations as set forth by the Gym while using the facilities or equipment of the service.
- 1.
2. The Member agrees that the Member shall abide by the Gym's dress code at all times while in the facility.
- 1.
2. Consumption of drugs, alcohol, tobacco, or similar addictive substances must be strictly prohibited at the fitness facility provided by the Gym.
- 1.
2. Cell phones are not permitted in the cardio area. Photography and/or videography are not allowed anywhere in the Gym.
- 1.
2. Breaking into fights that involve physical injury shall not be permitted at any cost and must result in either suspension or termination of membership.
- 1.
2. Member is expected to update their membership status on a monthly or yearly basis.
- 1.
2. Members must respect each other in all circumstances and should take care of the instruments or equipment after every use.
- 1.
2. The Members shall wipe down all equipment after each use and re-rack the weights used.
- 1.
2. Persons under the age of 18 are not permitted in the fitness area unless otherwise agreed upon.

11. Arbitration

In the event of any dispute arising in and out of this Agreement between the Parties, it shall be resolved by Arbitration. There shall be 2 Arbitrators which shall be appointed by **The Rage Fight Academy CEO**. The venue of Arbitration shall be [Thappraya Road, Soi Norway, 308/43, Moo 10, Nongprue, Pattaya, Thailand, Chon Buri]. The Arbitrators' decision shall be final and will be binding on both the Parties.

12. Miscellaneous

- 1.
2. **Indemnification:** The Member must indemnify the Gym harmless of any and all claims, loss, injury, or damages without limitation, as the membership shall be serving as a liability release for the Member.
- 1.
2. **Binding:** This Agreement shall be considered binding upon the Member and the Gym. Any and all legal proceedings in lieu of the Agreement shall be resolved by the jurisdiction laws of the state of **Chonburi Thailand**
- 1.
2. **Notices:** Any and all notices, apart from cancellation notice, can be made to the Parties through a certified mailing address as mentioned in the Agreement. Any additional address shall be notified to the Parties in writing and in person.
- 1.
2. **Governing Law:** This Agreement hereto shall be governed and interpreted in accordance with the laws of **Chonburi Thailand**
- 1.
2. **Entirety:** This Agreement and other annexures, therefore, constitute the entire agreement between the Parties with respect to the matter of subject hereof and thus, supersedes all prior agreements, purchases, understandings, and negotiations, written or phonated, between the Parties.
- 3.
- 4.

Acceptance and Signature

This Agreement is agreed to by the Gym and the undersigned Member who have signed this Agreement below:

[Member Name.]

Rage Fight Academy Pattaya Thailand

Signature

Assign signer 1

Name

Assign signer 1

Date

Assign signer 1

Signature

Assign signer 2

Name

Assign signer 2

Date

Assign signer 2

Thank You