

Club of Enrollment

club number: 00572 street address: 7600 E. Academy Blvd.
city: Denver state: CO zip: 80230

Club Membership Agreement

LD73516

membership: Single Keep Fit 00572
club access: Club of Enrollment Only

Personal Information

last name: HOLMES first name: JAMES
street address: 1690 PARIS ST. APT #10
city: AURORA state: CO zip: 80010
home ph.: (858) 449-7348
work ph.: ext.:
birthdate: December 13, 1987 age: 23 gender: M
e-mail address: DSHERLOCKB@HOTMAIL.COM
employer: UNIVERSITY OF COLORADO corp. id: 67600CORP

master agreement #:

LD73516

member #:

Description of Services, Facilities and Hours of Access. This is a club membership agreement and not an optional services agreement such as personal training which is a separate agreement. This club membership agreement entitles you to access the facility or facilities designated above during regular business hours. This club membership agreement provides you access to cardiovascular, strength and conditioning machines. See Section 4 on page 3 for additional details.

Accounting

initiation fee:	\$0.00	deposit received:	\$51.65
dues for prorated days:	\$1.67	balance due:	\$0.00
first month's dues:	\$24.99	(non-refundable)	
last month's dues:	\$24.99	sold by:	Web Site
taxes/fees/surcharge:	\$0.00	emp #:	100
total due now:	\$51.65		



See page 2 of this agreement (if applicable) for details on payment plans and/or payment authorization.

Initiation fees, dues for prorated days, first and last month's dues, and prepaid dues are non-refundable, unless specifically stated otherwise in Section 6 on page 4.

Release of Liability - Assumption of Risk - Communications - Buyer's Right To Cancel - Agreement Term

Using the 24 Hour Fitness USA, Inc. (24 Hour) facilities involves the risk of injury to you or your guest, whether you or someone else causes it. Specific risks vary from one activity to another and the risks range from minor injuries to major injuries, such as catastrophic injuries including death. In consideration of your participation in the activities offered by 24 Hour, you understand and voluntarily accept this risk and agree that 24 Hour, its officers, directors, employees, volunteers, agents and independent contractors will not be liable for any injury, including, without limitation, personal, bodily, or mental injury, economic loss or any damage to you, your spouse, guests, unborn child, or relatives resulting from any negligence of 24 Hour or anyone on 24 Hour's behalf or anyone using the facilities whether related to exercise or not. You agree to indemnify, defend and hold 24 Hour harmless against any liability, damages, defense costs, including attorneys fees, or from any other costs incurred in connection with claims for bodily injury, wrongful death or property damage caused by your negligence or other wrongful acts or omissions. You further agree to hold harmless, defend and indemnify 24 Hour from all liability, damages, defense costs, including attorneys fees, or from any other costs incurred in connection with claims for bodily injury, wrongful death or property damage brought by you, your guests, or minors, even if 24 Hour Fitness was negligent. Further, you understand and acknowledge that 24 Hour does not manufacture fitness or other equipment at its facilities, but purchases and/or leases equipment. You understand and acknowledge that 24 Hour is providing recreational services and may not be held liable for defective products. By signing below, you acknowledge and agree that you have read the foregoing and know of the nature of the activities at 24 Hour and you agree to all the terms on pages 1 through 4 of this agreement and acknowledge that you have received a copy of it and the membership policies.

By my signature below, I give my express consent (1) to receive membership communications via text message, electronic mail or other means, and (2) to receive marketing communication by direct mail, telephone, pre-recorded message, text message, instant message and other means from or on behalf of 24 Hour Fitness. I acknowledge that I may change my communication preferences by contacting Member Services at (800) 432-6348 (See Section 3(g) on page 3 for additional terms).

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY OF THE HEALTH STUDIO AFTER THE DATE OF THIS AGREEMENT, EXCLUDING SUNDAYS AND HOLIDAYS. TO CANCEL THIS AGREEMENT, SEND A TELEGRAM, MAIL OR HAND DELIVER A SIGNED AND DATED NOTICE WHICH STATES THAT YOU, THE BUYER, ARE CANCELING THIS AGREEMENT, OR WORDS OF SIMILAR EFFECT. SUCH NOTICE SHALL BE SENT BY TELEGRAM OR MAILED TO: P.O. BOX 787, CARLSBAD, CA 92018 OR HAND DELIVERED TO YOUR SPECIFIC CLUB OF ENROLLMENT.

MONTHLY PAYMENT - Membership

begins: November 08, 2011

monthly dues: \$24.99

Your Monthly Payment Membership may be terminated as explained in Section 6 on page 4. Initiation fees, dues for prorated days, and first month and last month's dues are nonrefundable, unless specifically stated otherwise in Section 6 on page 4. You understand that the minimum term of your agreement includes any prorated days (up to 6 days) plus your first month and your last month (so, depending on the number of pro-rated days your minimum term will be from 58 to 68 days). You understand that your agreement begins on the day shown above after 'begins:'. You understand that you shall make monthly payments for your Membership agreement and that 24 Hour will charge you for those monthly payments on a monthly basis starting on the EFT/RCC begin date shown on page 2 after 'EFT/RCC begin date:' and again on the same date each month your Membership agreement is in effect. Your monthly dues rate is shown above and that same rate shall apply each month (subject to any dues increases pursuant to Section 3(c) of this agreement) regardless of the number of days in each month. In other words, the same rate will apply for February (a 28-day month) as March (a 31-day month). Pre-paid last month's dues are based upon a 30-day month. Upon receipt of your request to cancel your membership, 24 Hour Fitness will apply your last month's dues; your club access and membership will end after your paid period ends, which includes any remaining paid days and last month's dues. Please see Section 6 page 4 of your agreement for more details.

member signature: _____

date signed: November 08, 2011

Co-signer

Parent or Guardian: On behalf of my minor child and myself, I agree to the Release of Liability/Assumption of Risk and Applicable Law clauses in this agreement and I agree to defend and indemnify 24 Hour to the fullest extent permitted by law for any claim brought by my minor child against 24 Hour. I also promise to pay any financial obligation that my minor child does not pay for any reason.

Financial Cosigner: I agree to the Applicable Law clause in this agreement, and I promise to pay any financial obligation that the member does not pay for any reason. I also agree to defend and indemnify 24 Hour to the fullest extent permitted by law for any claim brought against 24 Hour by the member.

Whether Parent or Cosigner, I understand my obligation can only end if the member properly terminates the membership according to this agreement. If I signed the Payment and Transfer Authorization on page 2, I agree to directly pay according to the terms in this agreement.

co-signer signature: _____

date signed: _____

last name: _____

first name: _____

street address: _____

city: _____

state: _____

zip: _____

home ph.: _____

work ph.: _____

EXPECTED DATE OF OPENING:

The expected date of opening may not affect the date your EFT/RCC starts. Your EFT/RCC shall begin in accordance with the terms of your Agreement. Your EFT/RCC may begin before or after the expected date of opening.

01 Usage By Customer Number

Customer Number	Last Name	First Name	Club	Date	Timestamp	Scan Flag	Warning Level	Checkin Count
Total								55
LD73516	HOLMES	JAMES	00572	1/10/2012	8:55:17 PM	B	G	1
LD73516	HOLMES	JAMES	00572	1/15/2012	8:04:46 PM	B	G	1
LD73516	HOLMES	JAMES	00572	1/22/2012	6:16:44 PM	B	G	1
LD73516	HOLMES	JAMES	00572	1/27/2012	6:37:57 PM	B	G	1
LD73516	HOLMES	JAMES	00572	1/31/2012	9:25:26 PM	B	G	1
LD73516	HOLMES	JAMES	00572	2/10/2012	6:22:14 PM	B	G	1
LD73516	HOLMES	JAMES	00572	2/16/2012	9:02:02 PM	B	G	1
LD73516	HOLMES	JAMES	00572	2/19/2012	11:37:18 PM	B	G	1
LD73516	HOLMES	JAMES	00572	2/22/2012	5:34:03 PM	B	G	1
LD73516	HOLMES	JAMES	00572	2/25/2012	2:39:12 PM	B	G	1
LD73516	HOLMES	JAMES	00572	2/27/2012	9:23:59 PM	B	G	1
LD73516	HOLMES	JAMES	00572	3/3/2012	10:29:59 AM	B	G	1
LD73516	HOLMES	JAMES	00572	3/5/2012	4:24:54 PM	B	G	1
LD73516	HOLMES	JAMES	00572	3/8/2012	4:45:53 PM	B	G	1
LD73516	HOLMES	JAMES	00572	3/10/2012	12:38:13 PM	B	G	1
LD73516	HOLMES	JAMES	00572	3/12/2012	10:47:21 PM	B	G	1
LD73516	HOLMES	JAMES	00572	3/14/2012	2:34:10 PM	B	G	1
LD73516	HOLMES	JAMES	00572	3/18/2012	3:50:58 PM	B	G	1
LD73516	HOLMES	JAMES	00572	3/22/2012	4:45:58 PM	B	G	1
LD73516	HOLMES	JAMES	00572	3/24/2012	6:30:23 PM	B	G	1
LD73516	HOLMES	JAMES	00572	3/27/2012	5:54:48 PM	B	G	1
LD73516	HOLMES	JAMES	00572	3/29/2012	6:19:58 PM	B	G	1
LD73516	HOLMES	JAMES	00572	4/1/2012	2:13:22 PM	B	G	1
LD73516	HOLMES	JAMES	00572	4/4/2012	6:10:15 PM	B	G	1
LD73516	HOLMES	JAMES	00572	4/6/2012	5:43:50 PM	B	G	1
LD73516	HOLMES	JAMES	00572	4/9/2012	6:20:20 PM	B	G	1
LD73516	HOLMES	JAMES	00572	4/11/2012	5:40:02 PM	B	G	1
LD73516	HOLMES	JAMES	00572	4/13/2012	7:50:03 PM	B	G	1
LD73516	HOLMES	JAMES	00572	4/18/2012	8:23:24 PM	B	G	1
LD73516	HOLMES	JAMES	00572	4/20/2012	5:09:33 PM	B	G	1
LD73516	HOLMES	JAMES	00572	4/22/2012	12:47:11 PM	B	G	1
LD73516	HOLMES	JAMES	00572	4/24/2012	6:48:15 PM	B	G	1
LD73516	HOLMES	JAMES	00572	4/26/2012	8:03:42 PM	B	G	1
LD73516	HOLMES	JAMES	00572	5/2/2012	10:53:32 PM	B	G	1
LD73516	HOLMES	JAMES	00572	5/5/2012	3:18:37 PM	B	G	1
LD73516	HOLMES	JAMES	00572	5/8/2012	4:48:59 PM	B	G	1

LD73516	HOLMES	JAMES	00572	5/10/2012	7:13:40 PM	B	G	1
LD73516	HOLMES	JAMES	00572	5/12/2012	2:11:06 PM	B	G	1
LD73516	HOLMES	JAMES	00572	5/14/2012	9:33:51 PM	B	G	1
LD73516	HOLMES	JAMES	00572	5/23/2012	1:16:56 PM	B	G	1
LD73516	HOLMES	JAMES	00572	5/25/2012	1:55:12 PM	B	G	1
LD73516	HOLMES	JAMES	00572	5/27/2012	6:28:03 PM	B	G	1
LD73516	HOLMES	JAMES	00572	5/30/2012	10:29:22 PM	B	G	1
LD73516	HOLMES	JAMES	00572	6/3/2012	6:50:11 PM	B	G	1
LD73516	HOLMES	JAMES	00572	6/5/2012	10:35:10 AM	B	G	1
LD73516	HOLMES	JAMES	00572	6/8/2012	4:35:29 PM	B	G	1
LD73516	HOLMES	JAMES	00572	6/12/2012	9:38:16 PM	B	G	1
LD73516	HOLMES	JAMES	00572	6/14/2012	9:55:19 PM	B	G	1
LD73516	HOLMES	JAMES	00572	6/16/2012	3:11:36 PM	B	G	1
LD73516	HOLMES	JAMES	00572	6/18/2012	10:48:59 AM	B	G	1
LD73516	HOLMES	JAMES	00572	6/21/2012	11:09:57 PM	B	G	1
LD73516	HOLMES	JAMES	00572	6/25/2012	10:18:43 PM	B	G	1
LD73516	HOLMES	JAMES	00572	6/28/2012	11:47:43 PM	B	G	1
LD73516	HOLMES	JAMES	00572	7/1/2012	10:41:57 PM	B	G	1
LD73516	HOLMES	JAMES	00572	7/6/2012	12:44:46 AM	B	G	1