



5910 Santo Road, San Diego, CA 92124

Salesperson: _____

Agreement No.: _____

Date: _____

Agreement Type: _____

MEMBERSHIP AGREEMENT

(A) MEMBER'S INFORMATION

Member's Last Name	First Name	Date of Birth	Social Security Number
Street Address	City	State	Zip
Cell Phone	Work Phone	Home Phone	E-Mail Address

PURCHASER INFORMATION (if different from member such as parent or guardian)

Buyer's Last Name	First Name	Date of Birth	Social Security Number
Street Address	City	State	Zip
Cell Phone	Work Phone	Home Phone	E-Mail Address
Emergency Contact Name: _____		Emergency Contact Number: _____	
Payment Card #: _____		Expiration: _____	CIV: _____
Name on Card (if different from member): _____			

(B) PAYMENT INFORMATION AND SCHEDULE

Today's Date: _____

Your agreement begins on _____

Your agreement expires on _____

Enrollment Fee is _____

Total Sales Price _____

YOUR PAYMENT SCHEDULE WILL BE:			
When Payments are due each Month	Number of Monthly Payments	Amount of Monthly Payments	First Payment Date

Renewal Terms: Roll over to open-end/month-to-month at end of initial enrollment period. Dollar amount of monthly payments upon roll over will equal total sales price of agreement (less any enrollment fees) divided by total number of monthly payments agreed to during initial enrollment period.

FACILITIES AND SERVICES: This Membership Agreement (“Agreement”) allows member access to all regularly scheduled member classes conducted by Steel MMA and Fitness (“Steel MMA”) at 5910 Santo Road, San Diego, CA 92124 between open business hours Monday-Saturday (Holiday Schedule excluded and to be determined by the Club). Any facilities, services, or times of access not described in this contract are optional. Steel MMA reserves the right to change at any time the times of access, type, or quantity of classes offered, and this shall not affect terms of this Agreement.

I elect to pay my monthly installment payments by Electronic Funds Transfer (EFT).

Note: This form of payment, if discontinued, does not release you from your payment obligation or membership contract.

The term of this contract is _____ months. **Member’s Initials:** _____

**ACKNOWLEDGEMENT OF AGREEMENT TERMS—BUYER’S RIGHT TO CANCEL—AGREEMENT TERM
THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY PROVISION IN SECTION 10, BELOW, IN WHICH YOU AGREE, AMONG OTHER THINGS, TO GIVE UP SUBSTANTIAL RIGHTS, INCLUDING YOUR RIGHT TO SUE. YOU ARE SIGNING THIS AGREEMENT OF YOUR OWN FREE WILL AND YOU INTEND FOR YOUR SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

By signing below,

1. You acknowledge and agree that you have read this Agreement and **you agree to all the Terms and Conditions on all pages of this Agreement**

YOU, THE BUYER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE FIFTH BUSINESS DAY OF STEEL MMA AFTER THE DATE OF THIS AGREEMENT, EXCLUDING SUNDAYS AND HOLIDAYS. TO CANCEL THIS AGREEMENT, MAIL OR DELIVER A SIGNED AND DATED NOTICE, OR SEND A LETTER WHICH STATES THAT YOU, THE BUYER, ARE CANCELING THIS AGREEMENT, OR WORDS OF SIMILAR EFFECT. THE NOTICE SHALL BE SENT TO: STEEL MMA and FITNESS, 5910 Santo Road, San Diego, CA 92124.

_____	_____	_____	_____
Buyer’s Signature	Member’s Signature (If different from Buyer)	Steel MMA Signature	Today’s Date

TERMS AND CONDITIONS

1. PARTIES

Steel MMA & Fitness (Steel MMA) and you agree that by signing this Agreement, you purchased a membership or services, agreed to all the terms in this Agreement, and agreed to follow Steel MMA's membership policies and any club rules.

2. MEMBERSHIP

2(a). Nature of Membership: Your membership permits you to use Steel MMA's premise, facility, equipment and services as shown and limited by the membership terms. Your membership is non-transferable by you and gives you no rights in Steel MMA, its management, property or operation. Steel MMA may assign or transfer your membership in its sole discretion. Steel MMA can sell memberships at different rates and terms than yours. It is your responsibility to notify Steel MMA of any change in your address or phone number.

2(b). Corporate Memberships: You must be a current employee of a participating company and eligible under the company's guidelines to enroll under a Corporate membership program. By enrolling under a Corporate membership program, you grant Steel MMA the right to verify your eligibility under the company's guidelines (including the right to verify your employment with the company as necessary). In the event you are not currently employed or cease being a current employee of a participating company, Steel MMA reserves the right to immediately terminate your membership and/or require you to pay the full regular price of initiation fees and monthly dues.

2(c). Membership Freezes: To be eligible for a membership freeze you must be in good standing with all initiation fees paid and you must be current on your monthly or prepaid dues.

(i). Installment Members and Paid in Full Members: Freezes are allowed for military deployment or permanent injury but both installment members and paid in full members must show proof by military orders or documentation from your physician. Any request for membership freeze must be done in writing either by email to management@steelmma.com or by letter to Steel MMA and Fitness, 5910 Santo Road, San Diego, CA 92124. Freeze will begin upon receipt of your letter, and the membership agreement will be frozen from pay date to pay date for: one to six months, one time per calendar year. There will not be a fee during the months your membership is frozen; the time and regular payments will be added to the end of the Agreement.

(ii). Month-to-Month Members: Freezes are not allowed for month-to-month members.

3. FINANCIAL POLICY & NOTICES

3(a). Dues & Fees: You agree to pay the dues and fees on page 1 and 2. If you are under 18, Steel MMA requires an adult to authorize payment. Steel MMA immediately earns the initiation fees when you buy your membership, including any and all paid amounts or unpaid portions which are to be paid according to a payment plan. These fees and any prepaid monthly dues are not refundable, except as stated in Section 6 of this Agreement. Whether or not you use the facilities, you must still pay your monthly dues and non-use of the facility is not a basis for refund of prepaid dues. You agree to pay Steel MMA a fee for any returned check, or other non-payments, such as for insufficient funds, closed account, frozen or declined credit or similar circumstances. The current fee is \$15.00, but is subject to change at Steel MMA's discretion without prior notice.

3(b). Right to Increase Dues: If you have a Monthly Payment Agreement—Membership, Upgrade, or Special Privilege—you agree that Steel MMA may increase your monthly dues once per calendar year. The increase will be calculated at not more than five percent (5%) of your then current monthly dues. Any such increase will not occur during the first twelve (12) months of your Agreement. Your EFT/RCC date will not change. If you have a Prepaid Membership, Steel MMA will not increase your Initial Annual Renewal Amount on page 1 of this Agreement, but may increase all subsequent annual renewal amounts. Steel MMA will send you notice of your new annual renewal amount each year thereafter prior to the end of your then current term. The increase described in this paragraph is in addition to any other increases authorized under this Agreement.

3(c). Charges & Taxes: Steel MMA has the right to add to your prepaid dues or to your monthly dues any tax or charge required by the government.

3(d). Automatic Monthly Deductions: At any time, you can change the method of payment you have designated via online member services (on www.steelmma.com), contacting Member Services, or by updating your information in person at Steel MMA. Please allow up to 5 days from the day Steel MMA receives your request for the change to take effect. If there is an error in an amount billed under this Agreement, you must notify us within 30 days after the date the EFT debit or credit card charge was made, or we will not be obligated to re-credit your account.

3(e). Automatic Monthly Payment Failure: If we are unable to process a EFT/RCC monthly charge for any reason, your membership or Agreement privileges will be immediately suspended. You will have 30 days from the date we are unable to process the EFT/RCC monthly charge to reinstate your membership or privileges Agreement by providing a valid EFT/RCC authorization. Upon reinstatement, all your past due amounts, including a \$15 fee (as described in Section 3(a)) will be electronically deducted using the newly authorized EFT/RCC. If you do not provide a valid EFT/RCC authorization within the 30 days, your membership will be terminated "for cause" by Steel MMA and the terms of the "Termination for Cause by Steel MMA" paragraph in Section 6 will apply; you will not receive a refund of any initiation fees.

3(f). Delivery of Notices and Communications Related to This Agreement and Your Membership: You agree to electronic delivery of notices and records relating to this Agreement and to your Steel MMA membership ("Notices") by electronic delivery instead of in paper form through postal delivery (you will still receive postal delivery of notices or records required by regulation or policy to be sent by postal delivery). You agree to keep that email address active and/or to update it as necessary. With respect to communications regarding any amounts you owe Steel MMA, you also agree that Steel MMA may contact you on your home phone and on any cell phone number that you provide to Steel MMA and that such contact may be by telephone, text message or other means. You may change your primary e-mail address, phone number or other contact information, or withdraw your consent to receive Notices electronically by contacting Steel MMA in person, by email (management@steelmma.com), or by letter to Steel MMA and Fitness, 5910 Santo Road, San Diego, CA 92124. There is no fee if you withdraw your consent to receive Notices electronically.

4. FACILITY and SERVICES

4(a). Description of Services and Hours of Access: Your membership with Steel MMA shall include access to the facility including all equipment at the facility. Your Agreement does not include personal training, which is an optional service subject to a separate agreement with Steel MMA.

4(b). Changes in Equipment or Classes: Steel MMA reserves the right at any time to make reasonable changes to the type or quantity of group exercise classes and equipment offered, to alter the times of group exercise classes, and to amend the cost of, add, modify, and/or eliminate any program, facility, activity, class or service in Steel MMA's reasonable discretion.

5. REPRESENTATIONS

5(a). Physical and Mental Condition & No Medical Advice: You represent that you are in good physical and mental condition and have no medical reason or impairment that might prevent you from your intended use of Steel MMA's facilities. As such, you acknowledge that Steel MMA did not give you medical advice before you joined, and cannot give you any medical advice after you join, relating to your physical or mental condition and/or ability to use the facility. If you have any health or medical concerns now or after you join, discuss them with your doctor before using the facility. As set forth below in Section 10, Steel MMA assumes no liability to you for your physical or mental condition and/or ability to use the facility.

5(b). No Liability for Property: Steel MMA is not liable to you or your guests for any personal property that is damaged, lost, or stolen while on or around Steel MMA's premises including, but not limited to, a vehicle or its contents, any property left in a locker or any other property. If you or your guests cause any damage to Steel MMA's facilities, you are liable to Steel MMA for its cost of repair or replacement.

5(c). Entire Agreement & Enforcement: You acknowledge that neither Steel MMA, nor anyone else, made any representations or promises upon which you relied that are not stated in this Agreement. Handwritten changes to this Agreement are not valid. This document contains the entire agreement between you and Steel MMA, and replaces any prior agreements, representations, or promises by or between you and Steel MMA, whether written or oral.

6. CANCELLATION—TERMINATION—REFUNDS

6(a). Cancellation Rights & Refund: Enrollment fees are nonrefundable, except for 5-day cancels above or unless specifically stated otherwise in this Agreement. You may cancel this Agreement and receive a refund of unused prepaid dues or unused fitness services if you qualify as follows:

(i). You Are Disabled or You Die: Your disability must physically prevent you from using Steel MMA's facility and a licensed physician must verify this fact in writing. In case of death, your estate must provide written evidence. For temporary partial disabilities, you may qualify for a membership freeze at the discretion of Steel MMA under Steel MMA's Membership Freeze Policy.

(ii). You Move: Your new residence must be more than 25 miles from Steel MMA and Fitness, 5910 Santo Road, San Diego, CA 92124. You must provide written evidence of your move.

(iii). Military Deployment: If you are a member of the United States military, including a member of the National Guard, military reserves, or regular United States armed forces, who is serving on active duty and deployed or otherwise serving outside of this state during the term of this Agreement. You must provide written evidence of your deployment within 90 days after you receive notice of such deployment or service outside the state. If you prefer, instead of cancelling, you may freeze your membership at no additional cost and your membership rate will not change while your membership is on freeze.

(iv). Notice & Effective Date: You or your estate must send written notice and proof of the event within 30 days after it happens, unless specifically stated otherwise in this Agreement. Cancellation is effective as of the date of the event. If your notice is late or lacks proof, Steel MMA may set the effective date when Steel MMA receives the notice. Such notice shall be sent to: Steel MMA and Fitness, 5910 Santo Road, San Diego, CA 92124.

6(b). Termination of Monthly Payment Agreements-Membership: Steel MMA will refund any unused pro-rated dues that you have already paid for the monthly billing cycle covering the date that Steel MMA receives your termination notice. It may take up to 30 days to receive your refund in order to allow Steel MMA to confirm receipt of your payment for the monthly billing cycle covering the date that Steel MMA receives your termination notice. Your refund for unused pro-rated dues will include the pro-rated dues for the day Steel MMA receives your termination notice. For example, if you paid your monthly dues on July 1 and Steel MMA received notice of your request to terminate your Agreement on July 15, then you would get a refund for 17 unused days because you only used 14 days (July 1-14) of the 31 days that your July 1 payment covered. (Each payment covers a calendar month, so, for example, your June 1 payment would have covered 30 days.) That total of 17 unused days includes the day Steel MMA received your termination notice. Your refund for the 17 unused days would be calculated by taking the amount of your monthly dues divided by 31 and multiplying that amount by 17.

6(c). Termination of Prepaid Membership: If you have a prepaid membership, you may not terminate it during the prepaid period (or get a refund), unless specifically stated otherwise in Sections 6(a), 6(b), or 6(c) above. Upon receipt of your request to cancel your Agreement, your membership will end after any remaining days end.

6(d). Termination for Cause by Steel MMA: Steel MMA may, at its option, terminate your membership if (1) you fail to complete all signature lines and required initial blocks, (2) you fail to make timely payments under any payment plan, (3) any monthly payments or dues are late, (4) the monthly EFT/RCC payments or dues are interrupted or discontinued for any reason and you or your cosigner do not provide an acceptable alternative, (5) you fail to follow any of Steel MMA's membership policies or club rules or violate any part of this Agreement, or (6) in Steel MMA's sole discretion, your conduct is improper or harmful to the best interest of Steel MMA or its members. Termination is effective on the date Steel MMA mails a written notice to your last known address. You are liable for all financial obligations until that date.

6(e). Termination Without Cause by Steel MMA: Steel MMA reserves the right to terminate your membership for no reason. If Steel MMA does so, it will mail a written termination notice to your last known address and refund any unused prepaid dues.

6(f). Effect of Termination & Financial Obligation: Upon cancellation or termination, your right to use Steel MMA's facility ends after all paid dues, including last month's dues, have expired and Steel MMA can deny you access to Steel MMA's facility. If you owe Steel MMA money when your membership ends, you still owe the money, and Steel MMA will deduct it from any refund you might have coming. If there is not enough money to cover the debt in the refund, you must pay the balance. If you terminate your Monthly Payment Membership or your Prepaid Membership expires and you want to rejoin, you must buy a new membership at the then current rate.

7. APPLICABLE LAW

This Agreement and/or any legal action related to your Steel MMA membership shall be governed by, construed, and enforced in accordance with the laws of the State of California.

8. AGREEMENT TO ARBITRATE—INCLUDING WAIVER OF CLASS ACTION AND JURY RIGHTS

8(a). Agreement to Arbitrate All Disputes Except Small Claims Disputes: IN THE EVENT OF ANY DISPUTE (OTHER THAN (1) ONE THAT INVOLVES PERSONAL INJURY OR (2) ONE FILED IN A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS) BETWEEN YOU AND Steel MMA, (Steel MMA, AS USED IN THIS PROVISION, INCLUDES THE ENTITY, ITS MEMBERS, MANAGERS, EMPLOYEES, AND AGENTS), YOU AND STEEL MMA WAIVE YOUR RIGHT TO A JURY TRIAL AND CONSENT TO ARBITRATE THAT DISPUTE BEFORE A SINGLE ARBITRATOR UNDER THE THEN CURRENT COMMERCIAL DISPUTE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN SAN DIEGO, CALIFORNIA, RATHER THAN LITIGATE THE DISPUTE IN COURT. YOU AND STEEL MMA ALSO AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. IN ADDITION, YOU ALSO AGREE NOT TO PARTICIPATE IN CLAIMS BROUGHT IN A PRIVATE ATTORNEY GENERAL OR REPRESENTATIVE CAPACITY, OR CONSOLIDATED CLAIMS INVOLVING ANOTHER PERSON'S ACCOUNT, IF STEEL MMA IS A PARTY TO THE PROCEEDING. IF YOU DO NOT WANT TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MAY OPT OUT. IN ORDER TO OPT OUT OF THIS ARBITRATION PROVISION, YOU MUST NOTIFY STEEL MMA IN WRITING THAT YOU DO NOT WANT TO RESOLVE DISPUTES WITH Steel MMA BY ARBITRATION, SUCH NOTICE SHOULD BE DELIVERED BY MAIL TO STEEL MMA AND FITNESS, 5910 SANTO ROAD, SAN DIEGO, CA 92124, WITHIN 90 DAYS OF THE DATE YOU SIGN THIS AGREEMENT.

8(b). Arbitrator will resolve any issues over application or enforcement of this clause: The arbitrator, and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to any claim that all or any part of this Agreement is void or voidable.

8(c). Severability and Survival: If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this arbitration Section 8 will be null and void. This arbitration agreement will survive the termination of your relationship with Steel MMA.

9. RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY

You understand and acknowledge that using, or being present on or around, or observing, the Steel MMA facility, property, equipment, services, or activities involves the risk of injury to you or your guest, whether you, someone and/or something else causes it. Specific risks vary and the risks range from minor injuries to major or catastrophic injuries and death.

In consideration of your acceptance of the benefits under this Agreement, you understand and voluntarily accept and assume all these risks, and with this Agreement, you hereby voluntarily agree, on behalf of yourself (and your personal representatives, heirs, executors, administrators, agents and assigns) to release, waive and discharge Steel MMA, its members, managers, employees, volunteers, agents, independent contractors, insurers, successors and assigns (collectively hereafter, "Steel MMA") from any and all liability for any injury to you, including, without limitation, your personal, bodily, or mental injury, injury leading to death, economic loss, non-economic loss, or any other injury or damage to you or to your property resulting from and/or arising out of the negligence of Steel MMA or anyone on Steel MMA's behalf or anyone else whether related to exercise or not.

You agree to indemnify, defend and hold Steel MMA harmless against any claims, causes of action, demands, liability, damages, defense costs, including attorneys' fees, or from any other costs or expenses incurred in connection with claims for bodily injury, wrongful death or property damage caused in whole or in part by your representations, intentional conduct, negligence or other wrongful acts or omissions. You further agree to hold harmless, defend, and indemnify Steel MMA from any claims, causes of action, demands, liability, damages, defense costs, including attorneys' fees, or from any other costs or expenses incurred in connection with claims for bodily injury, wrongful death or property damage brought by you, your guests, or minors, even if Steel MMA Fitness was negligent.

You understand and acknowledge that Steel MMA does not manufacture fitness or other equipment at its facility, but purchases and/or leases equipment. You further understand and acknowledge that Steel MMA is providing recreational services and only makes equipment available for its members and guests and therefore may not be held liable for defective products.

10. PERMISSION FOR USE OF IMAGES: You give permission to Steel MMA, in its sole discretion, to use your image, video form, voice photograph, video or audio tape, and/or photograph obtained or prepared by Steel MMA for promotional, marketing, safety or instructional purposes, whether used in brochures, materials, mailers, documents, websites and/or on the internet or other social media.