This Agreement is made\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ by and between PSJ Athletics, LLC. (“Club”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Member).

Recitals:

1. The Club maintains facilities for physical exercise (“Exercise Facilities”), manufactured by independent third parties. Member is a member of the Club who wishes to utilize the Exercise Facilities.
2. The Exercise Facilities may be used with or without personal trainers or instructors assistance. Such personal trainers and instructors may or may not be employees of the Club.
3. The Club has established Rules and Regulations for the use of its facilities in general (“Rules”). The Rules provide certain circumstances in which the Member’s guests and family members will be permitted to use the Clubs facilities.
4. This Agreement sets forth the Agreements and understandings between Club and Member concerning the use of the exercise facilities by Member, Member’s guest, and family Members.

Terms:

1. The Member and the Members guest and family Members, will follow all Rules of the Club when using the facilities, as such Rules may be supplemented or amended from time to time.
2. Any Member who in any manner makes use of, accepts use of, permits a family Member or guest to use, the exercise facility or any part thereof, acknowledges that he or she is voluntarily using or accepting such use with the knowledge of the risk or possible injury to him/herself or to the guest or family Member sustained while using the facilities. In accepting the risk, each Member understands that he or she is relieving the Club and its affiliates (as hereinafter defines) from any and all loss, cost, claims, injury, damages, death, or liability sustained or incurred by the Member or his or her guest/family members, resulting from or arising out of any use of the exercise facilities and shall save, defend, indemnify and hold harmless the Club and its affiliates from and against all of the damages, claims, or losses arising out of the same, including reasonable attorney’s fees and costs. “Affiliate” for purposes of the Agreement shall mean the Club, Windmark Beach Resorts, The St. Joe Company, and any partner whether general or limited, manager, owner, shareholder, subsidiary, or affiliate of any of the foregoing and all officers, directors, employees, agents, contractors, consultants, and attorneys, of all or any of the foregoing.
3. The Club has advised Member that any person who engages in a program of physical exercise should do so only after consulting a physician. The Club has no obligation or duty to assess or inquire into the health or physical limitations of any person using the exercise facilities. Any person who uses the exercise facilities and who has obvious physical handicap or impairment is assumes to be using the exercise facilities within the limits of such handicaps or impairments after consultation with his/her physician.
4. IT IS THE RESPONSIBILITY OF THE PERSON USING THE EXERCISE FACILITIES, TO BE AWARE OF HIS/HER OWN PHYSICAL LIMITATIONS AND TO AVOID ANY PHYSICAL EXERTION THAT MAY CAUSE ILLENSS, INJURY OR DEATH. There are no physicians, or medical personnel employed at the Club.
5. THE CLUB MAKES NO WARRANTIES IN CONNECTION WITH THE EXERCISE FACILITIES, WHETHER EXPRESSES, OR IMPLIED, INCLUDING WITH OUT LIMITATION, ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY SPECIFIC PHYSICAL EXERSICE EQUIPTMENT.
6. No covenants, agreements, amendments, terms, provisions, undertakings, statements, representations, or warranties, made or executed by any part hereto shall be binding upon either Club or Member unless specifically set forth in written instrument executed by the Club and Member.
7. THE CLUB IS NOT RESPONSIBLE FOR THE LOSS OR DAMAGE OF PERSONAL VALUABLES. The Member releases PSJ ATHLETICS, LLC. from any liability with respect to loss or damage of personal belongings, including but not limited to watches, sunglasses, wallets, etc... Being brought by the Member/Guest into the facilities of the Club.

By my execution of this Application and Agreement, I unconditionally authorize PSJ ATHLETICS, LLC, (“Club”) to charge any and all obligations incurred in connection with my PSJ ATHLETICS, LLC. dba Fit as a Fiddle Membership against the charge card identified on the Membership Application/Membership Charge Account. Such charges specifically include but are not limited to, Membership fees, and cancellation fees. I agree to take any and all other action required to effect the provisions of this paragraph. I further agree to immediately substitute and affective credit card in the event that the card listed becomes ineffective for any reason.

This application and Agreement shall entitle the Applicant to membership privileges for the balance of the Membership Terms (as identified above) at PSJ ATHLETICS, LLC. dbaFit as a Fiddle after Applicant is approved and accepted by the Club. This Application and Agreement will not be acted upon unless fully completed, executed, and accompanied by payment of the required fee. The Applicant understands that this Application is Irrevocable after mailing or delivery to the Club unless it is not approved.

Applicant understands that PSJ Athletics, LLC. dba Fit as a Fiddle is owned by The St. Joe Company and operated by PSJ ATHLETICS, LLC, and that acquisition of a Membership is not an investment nor does it provide equity or ownership interest in PSJ ATHLETICS, LLC. dba Fit as a Fiddle, Windmark Beach Resorts or The St. Joe Company… Applicant acknowledges receipt of the Membership Plan and Rules and Regulations and a schedule of prevailing fees and agrees to be bound by all of their respective terms and conditions, as they may be amended from time to time. (Fees and charges are subject to Florida Sales Tax and are subject to change without notice.) Applicant further acknowledges that Membership privileges are non-transferrable, are granted for the terms identified above. And that no rights or privileges will continue beyond the identified term. PSJ Athletics, LLC. dba Fit as a Fiddle may require an Applicant to furnish identification upon entry to the facility, in which event, PSJ ATHLETICS, LLC. dba Fit as a Fiddle shall provide the Applicant with the means of such identification.

**Applicant can cancel this Application and Agreement within 3 day, exclusive of holidays and weekends, of its making upon the mailing or delivery of written notice to PSJ ATHLETICS, LLC dba Fit as a Fiddle. If applicant cancels within such 3 day period, cancellation shall be without penalty.** IT IS THE MEMBER’S RESPONSIBILITY TO NOTIFY THE CLUB OF CANCELLATION OR POSTPONEMENT OF MEMBERSHIP. REFUNDS AND CREDITS **WILL NOT** BE GIVEN FOR FAILURE TO NOTIFY GYM OF MEMBERSHIP CHANGES.

**Applicant may cancel the Application and Agreement if PSJ ATHLETICS, LLC. dba Fit as a Fiddle ceases operations or moves the facility more than 5 driving miles from the current location and fails to provide, within 30 days, a facility of equal quality located within 5 miles of the current location at no additional cost to the applicant. Fit as a Fiddle shall not be deemed out of business when temporarily closed for repair and renovation of the premises accordance with the following: (1) upon sale, for not more than 14 consecutive days or (2) during ownership, for not more than 7 consecutive days and not more than two (2) periods of 7 consecutive days any calendar year. Notice of intent to cancel this application and Agreement shall be given by the Applicant in writing to the Fit as a Fiddle at the address listed, except as otherwise specified herein. Applicant agrees to pay a *cancellation fee of $0*  when terminating the terms. Such notice of intent to cancel by the Applicant shall also terminate automatically the Applicants obligation to any entity that PSJ ATHLETICS, LLC. dba Fit as a Fiddle has subrogated or assigned the Applicants contract. Fit as Fiddle wished to enforce such contract after receipt of the notice of intent to cancel the contract. PSJ ATHLETICS, LLC. dba Fit as a Fiddle may request the Florida Department of Agriculture to determine the sufficiency of the cancellation.**

**Contact the Florida Department of Agriculture for information within 60 days should PSJ ATHLETICS, LLC. dba Fit as a Fiddle go out of business. If the Dept. of Agriculture determines that a refund is due to the Applicant, the refund shall be an amount computed by dividing the Membership Fee by the number of weeks in the Membership terms and multiplying the result by the number of weeks remaining in the Membership terms.**

**This Agreement may be canceled if Applicant dies or becomes physically unable to avail him/herself of a substantial portion of those services while he or she used from the commencement of the Agreement until the time of disability, with refunds of funds paid or accepted in payment of the Agreement in an amount computed by dividing the Membership Fee by the number of weeks in Membership Term and multiplying the result by the number of weeks remaining in the Membership Term. Any party seeking relief under this paragraph must provide proof of disability or death. A physical disability sufficient to warrant cancellation of this contract by Applicant shall be established if Applicant furnishes to Fit as a Fiddle a certificate of such disability by a physician licensed under Chapter 458, 459, 460, or Chapter 461 Florid statues, provided the diagnosis or treatment is within the physicians scope of practice. A refund shall be issued within 30 days after receipt of the notice of cancellation.**

**SHOULD YOU, THE BUYER CHOOSE TO PAY FOR MORE THAN (1) MONTH OF THIS AGREEMENT IN ADVANCE, BE AWARE THAT YOU ARE PAYING FOR FUTURE SERVICES AND MAY BE RISKING LOSS OF YOUR MONEY IN THE EVENT THIS HEALTH STUDIO AND/OR THIS BUSINESS LOCATION CEASES TO OPERATE. THIS HEALTH STUDIO IS NOT REQUIRED BY FLORIDA LAW TO PROVIDE ANY SECURITY, AND THERE MAY NOT BE OTHER PROTECTIONS PROVIDEDTO YOU SHOULD YOU CHOOSE TO PAY IN ADVANCE.**

**All sessions must be used within 30 days, & Initial contract will not be for a period in excess of 36 months, and thereafter shall only be renewable annually. Such renewal contracts may not be executed and the fee therefore paid until 60 days or less before preceding contract expires. Members can cancel any time, and for any reason. *Members and guests agree to pay for proven damages caused while using the gym facility. Member has signed and agreed to gym rules, and accepts responsibility for rules broken.***

**Applicants Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Visa MasterCard Other\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Card#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Exp date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip code:\_\_\_\_\_\_\_\_\_\_ Sec code\_\_\_\_\_\_\_\_\_**

**Emergency Contact Phone #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Personal Contact Phone #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Approved and Accepted by: PSJ ATHLETICS, LLC dba FIT AS A FIDDLE Lic#: HS8558 110 Goodmorning St. Unit #104**

 **Staff Member: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Port Saint Joe, FL 32456**