**DRIVEN MEMBERSHIP INFORMATION**

**MEMBERSHIP LEVELS** (Detailed descriptions on Pages 5 and 6)

**Basic Fitness Memberships**

* Basic Fitness Membership: $50.00/Month
* Basic Fitness Membership for a year: $40.00/Month

**Premium Fitness Memberships**

* Premium Fitness Membership: $95.00/Month
* Premium Fitness Membership for a year: $85.00/Month

**Guided Exercise Rates**

* Guided Exercise 1: $95.00 per Hour
* Guided Exercise 2: $142.00 for 1.5 Hours
* Guided Exercise 3: $190.00 for 2 Hours

**Personal Training Rates**

* Personal Training 1: 1 Hour for $50.00
* Personal Training 2: 5 Hours for $225.00
* Personal Training 3: 10 Hours for $300.00

**FES Rates**

* FES 1: 1 Hour for $25.00
* FES 2: 5 Hours for $100.00
* FES 3: 10 Hours for $175.00

**G-EO System Rates**

* G-EO Training only: $125/Session

**CLIENT EVALUATION**

There is an initial evaluation that will take 120-minutes that will be charged as working with an Activity Based Trainer, totaling $190.00 due and payable on the day of evaluation.  Any individual who would like to be considered to work with an Activity Based Trainer, FES Membership or Training Membership must complete the evaluation.  All memberships and evaluation fees are non-transferable and are refundable only pursuant to the terms of this agreement (see “Member’s Right to Cancel” below).

**MEMBER’S RIGHT TO CANCEL**

If at any time during this agreement DRIVEN eliminates or substantially reduces the scope of the facilities (see “Description of Facilities” below), Member may cancel this agreement and receive a pro rata refund.  Such cancellation right is limited by the following: (1) DRIVEN reserves the right, at its sole discretion, to make reasonable changes to the type or quantity of classes or equipment offered to Member; and (2) after providing reasonable notice to Member. DRIVEN reserves the right, at its sole discretion, to temporarily remove facilities from operation for reasonable repairs, modifications, substitutions, or improvements.

\_\_\_\_\_\_\_\_(Initial)

**CANCELLATION OF MEMBERSHIP BY DRIVEN.**

DRIVEN reserves the right to immediately terminate the membership of any member engaging in conduct in violation of this contract, or the rules and regulations of DRIVEN.

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**DESCRIPTION OF FACILITIES**

DRIVEN will provide basic assistance to all clients in their use of fitness facilities after a client evaluation and equipment overview is completed with the staff.  The facility will provide a variety of cardio and strength training equipment, which is fully-accessible for client usage.   DRIVEN strives to provide a safe, clean and efficient operating environment for its staff and clients at all times.

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**MEMBERSHIP COST**

Payment is due upon purchase of a Membership Package or prior to scheduling individual sessions. Sessions may be paid for individually or multiple sessions can be paid for in advance and will be applied to each session. If paying in advance, client will be notified when their funds run out.

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**PACKAGES**

FES and Personal Training has the option for hourly packages at a discounted rate. These packages must be paid up front. All hourly packages are to be utilized within 4 weeks of purchase

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**APPOINTMENT CANCELLATION OR NO SHOW**

If a member must cancel we ask that DRIVEN be notified at least 72 hours prior to the schedule date and time. A $25.00 cancellation fee may apply if notified within 24 hours or for a no-show.

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**PAST DUE ACCOUNTS / FEES**

Yearly Membership must remain current to avoid cancellation and loss of privileges to the facility.  All yearly membership fees are due on the first of each month.  Any yearly membership not paid in full by the 5th business day of the month will incur an additional 10% charge; any membership not paid in full by the 15th business day of the month will incur an additional 20% charge. After thirty (30) days, memberships will be terminated and all balances including administrative, collections, and late fees will be due.  Unpaid membership dues will be forwarded to a third party collections agency.  To rejoin at a later date, all past due fees must be paid as well as a $100.00 re-registration fee.  A fee of $25.00 will be charged for insufficient funds or returned checks in addition to late fees accrued because of insufficient funds.

\_\_\_\_\_\_\_\_(Initial)

**AUTHORIZATION FOR AUDIO / VISUAL CONSENT**

I hereby consent and authorize the taking of photographs, movies, films, videotapes, tape recordings, or reproductions of the persons who are hereby applying for membership and consent to use, copyright, license, publication or broadcast of the same for advertising, educational, promotional, or publicity purposes on the part of the DRIVEN and by its affiliated and associated organizations, including its directors, officers, agents, and employees.  I hereby grant and assign to DRIVEN the right, title, and irrevocable authority and interest to such Reproductions.  I waive any and all claims for compensation and waive any and all claims related to or arising out of the publication and dissemination of the same of any lawful purposes.  I further authorize the communication of information concerning the undersigned in connection with the utilization of such Reproductions by DRIVEN. and its affiliated or associated organizations, and their respective directors, trustees, officers, agents, servants and employees without claim for compensation and waive all claims related to or arising out of the publication and dissemination of the same.

\_\_\_\_\_\_\_\_(Initial)

**CONSENT FOR EMERGENCY TREATMENT**

In the event that Member should sustain any injuries while participating in activity or while on the premises of DRIVEN the Member may be examined and treated by health care personnel, including examination at medical facilities.  I voluntarily consent to such examination and treatment for the Member, and I release and forever discharge DRIVEN its directors, officers, staff, employees, contracted employees, agents and volunteers from any actions, suits, damages, claims, or judgments that may result from examination and treatment.

\_\_\_\_\_\_\_\_(Initial)

**MEDICAL CONDITIONS OR DEATH**

If you are unable to participate in programs for an extended period of time due to a medical condition, your membership may be placed in an inactive status up to two months after receipt of written documentation from your physician.   **Should your membership not be eligible for “inactive status” due to a serious medical condition or death, it can be terminated and any unused portion will be refunded**.

\_\_\_\_\_\_\_\_(Initial)

**MEMBERSHIP TERM AMENDMENTS**

It is fully understood that DRIVEN reserves the right to amend or change these membership terms, and facility rules and regulations, at any time in the best interest of its clients and the organization.  All membership term changes or amendments will be made in writing to all clients at least thirty (30) days in advance, except in emergency situations or where required by the landlord or by law.

\_\_\_\_\_\_\_\_(Initial)

**MEMBERSHIP AGREEMENT**

Below are the signatures of all persons applying for memberships who are at least 19 years of age, and signatures of guardians for all persons applying for membership who are less than 19 years of age.  **I HAVE READ AND AGREE WITH THE TERMS OF THIS CONTRACT**, and any questions were answered to my full satisfaction.  I will follow DRIVEN rules and regulations, amended from time to time, and the DRIVEN failure to timely enforce, in whole or in part, its rights, privileges or powers under this contract shall not operate as a waiver thereof.  I have received a copy of this contract.

\_\_\_\_\_\_\_\_(Initial)

**YEARLY FITNESS MEMBERSHIP**

You will be invoiced on a monthly base for a minimum term entering into this agreement.  Unless DRIVEN is provided a written cancellation, member will continue to be billed serving as acknowledgement of continued membership for the same term. First and last month will be due at sign up for a total of $80.00. The extra $40 for the first month will cover the cost of the 12th month of membership.

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**MEMBERSHIP DESCRIPTIONS**

**BASIC FITNESS MEMBERSHIP**

This allows the member full use of all weight and cardio equipment in the gym (excluding FES and any specialized therapy equipment).  In addition, there will be staff available to assist with equipment setup, weight usage and client transfers to equipment as required. During first visit, Fitness Center Trainer will train client, family/caregiver on all equipment.  You are charged on a monthly basis; whether one or 30 days’ attendance. Fitness Memberships are also available to family and caregivers.

**PREMIUM FITNESS MEMBERSHIP:**

This allows the member the benefits of the Basic Fitness Membership as well as unlimited group exercise classes and 2 Personal Training Sessions.

**GUIDED EXERCISE:**

These memberships are designed to provide 1-on-1 or even 2-on-1 attention to clients who require or desire additional support during activity sessions and to help them achieve their fitness and goals. This will be an intense program that focuses on recovery. Activity Based Trainers will develop a plan for each session based off of the evaluation and Member’s goals. This can include use of the G-EO System, Xcite, Lite Gait, Galileo and any other equipment. Length of Guided Exercise session will be determined based on Member’s needs. If participating in an average of 1 Guided Exercise Session per week, the “Basic Fitness Membership” will be included for no extra cost.

**PERSONAL TRAINING:**

Personal training will focus on Strength and Conditioning. While the Guided Exercise is focused on recovery, Personal Training goals are to increase strength in functional parts of the body. This membership will provide 1-on-1 attention to clients with the Fitness Center Trainer, but will be less hands on than the Guided Exercise. The trainer will develop a program for the client based on client goals and help guide client during sessions.

**FES BIKE (ARM AND LEG):**

These memberships provide FES leg or arm cycling.  The RT300 FES cycles used at DRIVEN have been proven to relax muscle spasms, prevent or impeded disuse atrophy, increase local blood circulation, and maintain or even increase range of motion. You may book individual one-hour FES session (leg or arm) as the DRIVEN schedule permits as a standalone package or to supplement any other level of membership you are currently contracted for. This package requires an initial evaluation and 1 Hour of Guided Exercise to develop FES parameters. FES Electrodes must be purchased by client as needed.

**G-EO SYSTEM:**

The G-EO System is the world’s most advanced robotic-assisted device in gait rehabilitation. By offering a realistic simulation of a physiological gait pattern it allows clients to recover mobility. This system can be used in Passive Mode where it is in full control, Active Assist in which the system senses efforts by client and augments those efforts to complete the gait cycle and Active Mode in which the client is in complete control and can even walk against resistance. Walking and Stairclimbing are available on the G-EO.  This can greatly improve the cardiovascular health, blood pressure, and other typical ailments such as skin breakdown of wheelchair dependent people. When participating in a regular Guided Exercise program, the G-EO will be utilized at the Activity Based Trainers discretion at the Guided Exercise Pricing. If only purchasing a G-EO System Membership, it will be $125 per session. A session will last roughly an hour.

**PAYMENT**

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1. **By Credit Card:**  Payments will be debited on or about the first of the month for services in support of the yearly contracted membership plan(s) continuously for the duration of the prescribed contract. Individual sessions or packages must be paid at the time of purchase or scheduling.

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1. **By Check:** *(credit card information is required even if you opt to pay by check)*:  For yearly memberships, if DRIVEN does not receive payment in full by the 5th day of the month, your credit card will be charged the amount due including any additional fees incurred. If we are unable to collect the full amount due and your account is not brought current within 30 days, the membership will be terminated and all remaining fees will be sent for collections and member(s) will not be allowed to utilize the gym facility/services.

Card Type:   VISA       MC     AMEX

Card Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    Expiration Date: \_\_\_\_\_\_\_\_\_

Authorizing Signature:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Billing Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Email address is required)

Client Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Please print the name of member to be referenced as “account”)

\*Credit card information is required even if you opt to pay by check.  Members who wish to purchase Yearly Fitness Membership will be required to provide a credit card on file for automatic debit of membership fees.  First month plus deposit (worth one-month’s worth fee(s) will be required at sign-up for all Yearly Fitness Membership. A photocopy of the card listed above is required in addition to completing this authorization form.