



CLIMBING + COMMUNITY
SOULSVILLE, USA

This **Membership Agreement** entered on _____ day of _____ month, 20__ between the “Name(s) of Members” listed below and Memphis Rox. This agreement gives each member access to Memphis Rox. Each Member listed agrees to follow the rules of this agreement and the facility.

Name(s) of Members

Age

Member Information

_____	_____	Address: _____
_____	_____	City, State, Zip: _____
_____	_____	Phone: _____
_____	_____	Email: _____
_____	_____	Place of Employment: _____

Membership Type

Type (Check One)

<input type="checkbox"/> Individual	EFT <input type="checkbox"/>
<input type="checkbox"/> Couple	Prepaid - 1-month <input type="checkbox"/> Annual <input type="checkbox"/>
<input type="checkbox"/> Youth (17-)	
<input type="checkbox"/> Family (Same Household)	
<input type="checkbox"/> Student (ID req.)	
<input type="checkbox"/> Community	Membership Amount: _____
<input type="checkbox"/> Fitness Only	
<input type="checkbox"/> Hero	Donation Amount: _____
<input type="checkbox"/> Donation	
<input type="checkbox"/> St Jude Employee	Total: _____

Billing Info (EFT Only)

Credit Card # _____

Exp: ____ / ____ CV: _____

Authorized Signature: _____

- Joining Fees, Prepaid Discounts, and Membership Conditions.** In addition, an initial nonrefundable Joining Fee of [**\$10**] shall apply to each Group, Individual, or Youth Membership when using the EFT option. [**Memberships prepaid in full do not have to pay the Joining Fee**] Fees for fitness training by certified trainers shall be in addition to the membership fee. Memphis Rox may terminate this membership at any

time with or without cause and without further notice. If termination is without cause and the Member has previously paid an amount in excess of the fees due through the date of termination, payment of a prorated portion of the fee for the remainder of the term shall be reimbursed to the Members. Membership fees are subject to change at Memphis Rox' sole discretion and shall take effect at the following renewal period for a prepaid membership and the following month for a monthly draft membership. Memphis Rox reserves the right to require credit information from all who apply for membership. If a Youth membership is purchased, the Youth Membership Fees shall automatically adjust to Individual Membership Fees upon reaching Individual status effective on the 1st day of the month following the change in status.

2. **Monthly Drafts.** If Members elect the monthly draft (EFT) payment option, Members authorize Memphis Rox to draft monthly membership dues, as well as any joining fees and/or rental fees, from the bank account, debit card, or credit card provided in this Agreement, including but not limited to fees and authorized special charges, on the first business day of each month. Such drafts will automatically continue on a month to month basis until such time as a Termination Request is received by Memphis Rox. A "Termination Request" is a written request submitted by a Member to Memphis Rox to events@memphisrox.com or **[879 E. Mclemore Ave. Memphis TN 38106]** which specifies the names of the Members whose memberships will be terminated. Termination Requests received on or prior to the 20th day of a month will cancel a membership effective as of the 1st day of the following calendar month. Termination Requests received after the 25th day of a month will cancel a membership effective as of the 1st day of the second calendar month following the calendar month in which the Termination Request is received.
3. **Prepaid in Full.** If Members elect the prepaid in full option, the full amount of membership dues for the prepaid term will be paid by the member(s) at the time the membership is created. All prepaid membership sales are final and any unused portion of a prepaid membership will not be refunded for any reason. Prepaid memberships will not renew automatically and the member is responsible for any recurring payments to maintain an active membership.
4. **Membership Freeze:** Members may request that a membership be placed on "Freeze" (not billed) for a period not less than one full calendar month. Memphis Rox shall determine at its sole discretion whether to grant a Member's request. A Freeze fee of five dollars (\$5.00) per month may apply. Prepaid memberships will be extended by the number of months the membership is placed on Freeze. A signed Freeze Request form and the accompanying fee must be received by the 20th day of the month prior to the requested Freeze month(s) to be honored. An account in Freeze status does not entitle the Member to access the Facility during the period of the Freeze.
5. **Return Fees.** Members agree to pay any bank card, credit card, or return fee charges for payments or drafts not honored by a bank or credit card company. If any authorized draft on a Member's bank account, debit card, or credit card is dishonored, or if a payment is not otherwise made within thirty (30) days of the due date, membership may be revoked and Memphis Rox may require, as a condition of reinstating the Member's rights and privileges, advance payment in cash or certified check of the fees for three (3) months following reinstatement.
6. **Refunds; Cancellation.** All dues and fees paid under this Agreement are nonrefundable unless expressly provided otherwise herein. If any Member becomes disabled for a period longer than three (3) weeks during the term of this Agreement and that disability is confirmed in writing by a physician, the Member has the right to extend the Agreement for a period equal to the duration of the disability. If the facility is closed for a period longer than one (1) month through no fault of a Member's own, the Member is entitled to his/her choice of either an extension of the contract for a period equal to the period during which the facility is closed or a prorated refund. However, if the closing is not the fault of Memphis Rox, then Memphis Rox shall have the choice of remedy.
7. **Reservation of Rights; Rules and Regulations.** Memphis Rox reserves the right to add, delete, modify, or otherwise change membership classifications and related privileges of membership as it deems necessary. The Member shall adhere to and be subject to the rules and regulations attached hereto, as may be amended by Memphis Rox from time to time. Member understands that a violation of the rules may cause his/her membership in Memphis Rox to be immediately terminated, at the discretion of Memphis Rox, and all dues forfeited. Memphis Rox reserves the right to make additional rules and regulations. Under no circumstance shall Memphis Rox have any liability or responsibility to Member in excess of the fees actually paid by Member to Memphis Rox pursuant to this Agreement.
8. **Waiver of Liability.** It is expressly agreed that all use of the Facility shall be undertaken by each Member at his or her own risk, and Memphis Rox shall not be liable for any injuries or damage to any Member or guests, or the property of any Member or guest, or subject to any claim, demand, cause of action or damages whatever, including, without any limitations, those damages resulting from acts of negligence on the part of Memphis Rox, its successors or assigns, as well as its officers and agents. It is expressly agreed that Memphis Rox shall not be responsible or liable to any Members or their guests for articles lost or stolen in the Facility. Memphis Rox shall also not be responsible or liable for loss or damage to any other property of Members or their guests, including their automobiles and contents. It is also agreed that any damages to Memphis Rox facilities or property, or to the property of any Member by another member or his/her guest, is the sole responsibility of the offending member. Member agrees that he/she is responsible for any damages caused by him/her to the facilities and equipment. Member will execute Memphis Rox Assumption of Risk, Release, Indemnity and Waiver of Liability agreement ("Release"). In the event of any conflict or inconsistency between this Agreement and the Release, the Release shall control.
9. **Governing Law.** This Agreement shall be construed in accordance with Tennessee law, without regard to conflict of law principles.

Each Member certifies that he/she has read this Membership Agreement and will comply with the contents herein. Member (or authorized Member if acting on behalf of a Family) may cancel this contract at any time after the date of this contract. To cancel, Member must notify Memphis Rox by email (events@memphisrox.com)).

Primary Member Signature: _____

Date: _____

Memphis Rox Employee: _____