

**Never Summer Fitness, L.L.C. (“NSF”)
Registration Form/Agreement**

Name: _____ (“Participant”)
Address: _____
Phone No. _____ Email address: _____

Payment Amount: \$ _____. Payment Method: ___ cash/ ___ check/ ___ on-line

Participant enrolls in the following Session(s): _____

1. All payments shall be in advance and nonrefundable. Participant shall not have the right to make up any missed classes within a session or attend classes within another session without the written consent of NSF, which may be withheld in its sole discretion. Participant may not assign Participant’s rights in this agreement nor share or transfer his/her right to participate in any session or in any class without the written agreement of NSF, which may be withheld in NSF’s sole discretion.

2. The manner, conduct and content of all fitness sessions shall be determined by NSF in its sole discretion and NSF reserves the right to alter the content of any session at any time. Participant represents and warrants that he or she is in good physical condition and health, is 18 years or older and has no condition that would limit or prohibit participation in the relevant session(s). Participant shall follow any and all rules or instructions provided by NSF and its instructors regarding the conduct of the sessions and the use of NSF equipment and facilities. NSF may, in its sole discretion, also suspend or terminate Participant’s participation in any class or session if Participant fails to so follow such rules or instructions and NSF shall have no obligation to refund any payment or make up any class relating thereto. Participant shall be responsible for monitoring his or her own condition while exercising and, should any unusual condition occur, cease participation and immediately inform the instructor.

3. NSF further reserves the right to reschedule any class within a session upon the unavailability of an instructor or other reason that prevents or hinders the regularly scheduled class from being conducted. Upon the cancellation of any class that NSF does not reschedule, NSF sole liability to Participant shall be a pro rata refund for such class.

4. Prior to being allowed to participate in any sessions, Participant shall sign and be bound by NSF’s standard form entitled “Release, Waiver of Liability and Indemnification” and shall accurately complete and submit to NSF its standard form entitled “Health History Questionnaire” and, if requested by NSF, shall have Participant’s physician complete, sign and furnish to NSF its standard form “Physician Referral”. If Client has previously signed and provided NSF with a Release, History or Referral relating to any other NSF services, fitness programs, fitness classes or fitness sessions, Client need not sign a new Release, History or Referral, unless expressly requested by NSF, and, in such event, Client agrees that the previous Release, History and Referral shall apply and be binding on Client with respect to this agreement. Client shall be obligated to ensure that information provided in or forming the basis of any History or Referral is current and shall immediately notify NSF of any changes to such information.

5. Participant shall be responsible to NSF for a \$50.00 fee each for any returned check. Upon default of any payment due hereunder, default interest shall accrue at 2.0% per month until cured. Additionally, in the event NSF is required to retain the services of an attorney in order to enforce this agreement, NSF shall be entitled to immediate reimbursement of all costs incurred as a result, including prejudgment and post judgment attorney’s fees. All other legal remedies are hereby reserved. This agreement shall be governed by the laws of Colorado. The parties agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Grand County, Colorado.

6. No assent on the part of NSF, expressed or implied, to any breach or any one or more of the provisions hereof shall be deemed or taken to be a waiver of any succeeding or other breach or any continuation of such breach. In the event that any of the provisions, or portions thereof, of this agreement are held to be unenforceable or invalid by any court or tribunal of competent jurisdiction, such unenforceable or invalid provision shall be reformed to the extent necessary to make the provision enforceable and valid. The validity and enforceability of the remaining provisions, or portions thereof shall not be affected thereby and effect shall be given to the intent manifested by the provisions, or portions thereof, held to be enforceable and valid.

7. Client agrees that the terms and conditions of this agreement shall apply to all other sessions with respect to which Client shall enroll or attend without the need to sign an additional or separate agreement. Notwithstanding the preceding sentence, upon NSF’s request, Client shall sign a new agreement with respect to any such future sessions. Prior to any future sessions, NSF may modify the terms and conditions of this agreement by furnishing email or other written notice to Client, which modified terms shall become part of this agreement and be binding upon the parties as to all such future sessions. This agreement contains the entire agreement of the parties relating to the subject matter hereof and supercedes any and all prior or contemporaneous understandings, statements, representations and agreements relating thereto.

Agreed this ____ day of ____ . 2010. Signed: _____ Print Name: _____