

# Rene's Dynamic Sports Center

## MEMBERSHIP APPLICATION HOLD HARMLESS WAIVER & PAYMENT AGREEMENT

6145 Silver Star Rd. Or, FL., 32808  
 Phone: 407.295.1860 / Fax: 407.295.9449  
 Email: [dynamickids01@gmail.com](mailto:dynamickids01@gmail.com)  
 Website: dynamickids01.com

This agreement is entered into Rene's Dynamic Sports Center files as records. It is indicating that the individual listed below, hereafter referred to as the "Dynamic / Club Member" will exercise and facilitate wellness activities at this Dynamic facility located at 6145 Silver Star Rd Orlando, FL , 32808. **Welcome** 😊

**Dynamic Member - Please Check off:**

Karate    Boxing    Kickboxing    Dance:\_\_\_\_\_   **Weights:**\_\_\_\_\_   **Other:**\_\_\_\_\_

**Registration \$60 \$40 week / Time: 4pm-5pm.**

**Check one off:**

**New Member**                       **Renewal**

❤ **Date of Application** \_\_\_\_\_.

<<<<< - **CONTACT INFORMATION** >>>>>>

👤 **VIP MEMBER \$35 per month (a free drink, bring a guest privilege, Monday to Friday 6am to 7pm + Saturday 9am to 1pm open for VIP only)** \_\_\_\_\_ **Regular Member \$:** \_\_\_\_\_ (M to F and open 6am to 6pm)   **Member ID #:** \_\_\_\_\_ (Orange-county, Florida)

(Must Present ID and Make Copy of ID for File)

**(Required)E-mail Address:** \_\_\_\_\_

**Member Name:** \_\_\_\_\_ (last)                      \_\_\_\_\_ (first)                      \_\_\_\_\_ (date of birth)

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_

**Zip:** \_\_\_\_\_

Best Number To Reach Member: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_  
Remember: No Refund Policy

**Contact Name in Case of Emergency:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_



**>>>>> Section B <<<<<< - PAYMENT OPTIONS** (select one option)



**"Ongoing Credit Card - Authorization Agreement"** (until cancelled by member)

On the 1st business day of this agreement I understand that my payments are due as described. The credit card is listed below. I am aware that \$ \_\_\_\_\_ will be taken out of my debit / credit card ( circle one ) either every: day, week, month, 3 months , 6 months, 1 year. The charge is the same reoccurring charge. I, \_\_\_\_\_, (Credit Card Holder) hereby authorize Rene's Dynamic Sports center to charge my membership dues. Card payment is continuous until I complete and return a cancellation form as outlined in this agreement along with any unpaid balances owed.

Credit Card#: \_\_\_\_\_

Exp: \_\_\_\_\_ Security Code: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Authorization Signature: \_\_\_\_\_

**>>>>> Section C <<<<<< - OTHER PROVISIONS AND AGREEMENTS**

## 1. Member ID Required

A picture ID is required and a copy is attached to this application.

## 2. BUSINESS HOURS

Business hours shall be posted and may be changed from time to time under advanced notice.

## 3. TERMINATION OF MEMBERSHIP PRIVILEGES

Member's right to use the club is a shared right with all the other members. Member agrees to understanding the membership agreement can terminate this membership for any reasonable reason including but not limited to: failure to abide by the club's rules & regulations, unsafe behavior, fighting or improper acts directed with members. Dynamic shall post or make known to member rules and regulations that apply to the use of the club. Member agrees to abide by such rules. The present and future rules and regulations are as much a part of this Agreement as if they were typed into it.

## 4. MEMBERSHIP PRICE INCREASES

Dynamic reserves the right to increase the annual dues at any time with a minimum of *30 days advance notice to members*. This Agreement and addendums will remain in effect, in its entirety, following such increase.

## 5. TRANSFERABILITY. 6. REFUNDS. 7. THEFT

This Agreement is not transferable. There are no refunds for time not used during a particular month. Please see cancellation policy.

Dynamic is not responsible for protecting member's valuables within the academy. As such, member agrees that any member's valuables lost, stolen or damaged while in club shall be deemed member's responsibility and NOT Dynamic.

## 8. INDEMNIFICATION

Member warrants and agrees to the following: (1) that member is at least 18 years of age, (2) that member is aware that exercise requires strenuous efforts and has recently confirmed the status of member's health by medical examination and has no impairment or disability that would interfere with safely participating in a program of strenuous exercise, (3) that member agrees that injuries may occur in the club, whether caused by member or others within the club and assumes all personal risks of any such injury that may occur at the club in any way related to agents, employees and assigns from all liability, whether caused by the negligence of Rene's Dynamic Sports Center or some third party. This release unequivocally shall release Dynamic of any liability for its own negligence and bar any claim of negligence against, its affiliates and employees from all claims, injuries and damages, present or future, anticipated or unanticipated, resulting from or arising out of member's use or intended use of the facilities, its programs and/or operations (inside or within the grounds of the facility) and/or by use of equipment *or participation in group exercise classes and activities inside or outside the premises of the club*.

## 9. LATE PAYMENTS

Rene's Dynamic shall have the right to refuse membership to those failing to establish and maintain the agreed method of payment, for member's lack of funds, bounced checks, or similar circumstances.

## 10. ENTIRE AGREEMENT

This is the entire Membership Agreement. If any part of this Agreement is invalid, that part shall be ignored by both parties and the remaining part shall stay in full force and be binding on member. Cancellation request must be given with a thirty (30) days advance notice.

## 11. ORAL AGREEMENTS

Dynamic will not uphold any oral agreement between member and staff. Any offers or discounts made to member or representatives during or following the process of member's purchasing the membership **must be in writing and attached to this Agreement or such provision shall not be considered valid.**

## 12. CANCELLATION BY MEMBER

Member agrees that if he/she wishes to terminate this membership, member must do so in writing with 30 days advance notice to club's management office. This notice will cause Dynamic to forward your request in writing to Dynamic for cancellation.

## 13. DISPUTE RESOLUTION

Member agrees to submit any controversy regarding membership and this agreement or any other disagreement in writing to Dynamic Director or Supervisor who Facilities Management Division located at 6145 Silver Star Rd. Orlando, FL, 32808. If unresolved without exception both members might have the cancelled from the Dynamic Club.

Member has read and understood this Agreement in its entirety, and has had any and all questions answered to member's satisfaction. Further, member understand each of the terms outlined above and in other attached forms and agree to abide by such terms.

**MEMBER SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_/\_\_\_\_/\_\_\_\_

## >>>>> Section D <<<<<< - GENERAL INFORMATION AND RULES

Rene's Dynamic Sports Center is a state of the art facility intended for the use and enjoyment of all members. Rules, as stated herein, have been established for your comfort and safety, as well as that of your fellow members. These rules will not only help to protect you but ensure courtesy and afford a sense of pride in maintaining a pleasant, safe, and professional environment while at the same time protecting the equipment from misuse. These rules are subject to change upon the determination by owners or the management company retained by Rene's Dynamic. Comments, suggestions, and complaints regarding the situation at hand should be written out and handed to the head of board or officers.

### (1) **Because safety is of primary concern:**

- A time limit of **30** minutes per machine may be imposed
- Reservation of workout space or equipment is prohibited
- No horseplay or other unacceptable conduct will be tolerated
- Gum chewing is not allowed
- Offensive language is not permitted
- Rejection of members due to unsafe acts, unacceptable conduct, and/or non-compliance with Dynamic rules will be at the discretion
- Friends and non-Dynamic family members are not permitted access to or use of Dynamic
- Photographic devices may not be used in Dynamic
- Immediately report to Dynamic management staff any unsafe act or condition, any personal or observed illness or injury, or any damaged and/or faulty equipment
- Members must wipe down any and all equipment after use with cloth towel (sanitize equipment after use)
- At the discretion of Dynamic members may be required to "sign in" and "sign out" when visiting the WC
- **Members are required to "reserve" and "sign in" prior to attending any exercise, activity / class.**

### (2) **Membership:**

- A complete membership application packet must be turned in to be a member and utilize the facility which includes (1) the Release and Acknowledgment Agreement, (2) the General Information and Rules, and (3) the Physical Activity Readiness Questionnaire Form. There is also a Handbook provided for rules, laws policies and procedures.
- (3) **Hours of Operation:** • Monday through Friday 6:00 am to 7:00 p.m. Saturday 9am to 1pm. Closed Sunday or some observed holidays.
- (4) **Dress Code:**
- Gym clothes and gym shoes
  - Shirts must be worn
  - Clothing will not be torn
  - Clothing will not be offensive in nature and will not bear offensive language, caricatures, and/or the like
  - Clothing will be cleaned regularly
- (5) **Use of Lockers:**
- Lockers are available on a first come, first serve basis for daily use only. Failure to remove your lock and belongings at the end of each workout session may result in the lock being cut-off and belongings disposed off by Dynamic.
- (6) **Personal Training Sessions:**
- Individual and/or group personal training sessions are to be scheduled through the WC office, currently managed by Dynamic. Any and all associated fees are additional to the regular membership fee. All stipulations and/or waivers contained herein (sections “A” through “F”) equally apply, without exceptions, to any and all activities and/or operations as they relate to personal/group training/wellness sessions held inside and/or around the grounds.

(7) **Transportation Rental:**

Only Dynamic members have this privilege. You can rent out the Dynamic van for \$50.00 an hour. However, a transportation liability will be signed and a down payment of \$250 will have to be paid up front. Once the van is parked at the dojo location 6145 Silver Star Rd. inspected and keys given back to owners the liability will be dismissed. The vehicle should be returned clean with no gum stuck on seats, cigarette burns or foul smells. Also, the van should be filled back with gas. If you would like to schedule this offer ask for the van liability application.

(8) **Dojo Space Rental:**

Only Dynamic members have this privilege. You can rent out the Dynamic space for a birthday party, or a fight party for \$150.00 an hour. However, a liability will be signed and a down payment of \$600 will have to be paid up front. Once at the dojo location 6145 Silver Star Rd. and the space is available and inspected – party time. After the party, clean up with no gum stuck anywhere, no cigarette burns, or no foul smells. If you would like to schedule this offer ask for the Rent the space liability application.

(9) **Tables & Chairs Rental:**

Only Dynamic members have this privilege. You can rent out the Dynamic tables for \$10 each and chairs for \$2 each. Excellent to use for a graduation, a birthday party, a wedding, a CPR class or a fight party or what ever event you like. However, a liability document will be signed and a down payment of \$50 is deposited.

If you would like to schedule this offer ask for the Rent the chairs and table liability application.

**MEMBER SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_/\_\_\_\_/\_\_\_\_

>> **Section E** <<< - **GENERAL RELEASE OF ALL CLAIMS & ACKNOWLEDGMENT AGREEMENT**

I, \_\_\_\_\_, the releaser, hereby acknowledge that I have voluntarily requested permission to use (hereinafter "Dynamic") located at 6145 Silver Star Rd Orlando Florida 32808. As lawful consideration for being permitted by Dynamic through its contracted with Dynamic management company to use Dynamic, I do hereby release from any legal liability Rene's Dynamic, its officials, employees, agents, and independent contractors (hereinafter collectively referred to as the "Dynamic"), from any and all claims for injury, death, or property damage caused by or resulting from my use of Dynamic, its programs and operations, even if such injury, death, or damage is alleged to be caused, in whole or in part, by the Dynamic's negligence.

This agreement shall be legally binding upon me, my heirs, my estate, assigns, legal guardians and my personal representative.

I have carefully read this agreement and fully understand its contents. I am aware that I am releasing certain legal rights that I may otherwise have, and I nevertheless enter into this agreement on behalf of myself, and others described above, of my own free will.

Member (Releaser): \_\_\_\_\_

Signed this \_\_\_ day of month \_\_\_\_\_ 20\_\_\_ **Dynamic staff must obtain a copy of the driver's license or picture ID and retain on file with this membership application.**

**For Internal Use Only**

**Checklist for a complete enrollment packet:**

\_\_\_ Page 1: \_\_\_ Page 2: Section "B" Membership Payment ----- (signature required for payroll deduction) Section "A" Personal Information Section "C" Other Provisions and Agreements ----- (member signature and date required)

\_\_\_ Page 3: Section "D" General Information and Rules ----- (member signature and date required) \_\_\_ Page 4: Section "E" General Release and Acknowledgement Agreement ----- (member signature and notarization required)

**Note:** Each enrollment packet requires an attached copy of a picture ID (Driver License or Orange County ID). You must fill out the **Informed Consent Agreement**, on pages 5 & 6.

**INFORMED CONSENT AGREEMENT**

Required for all Participants to sign a Hold Harmless Waiver Form (Dynamic Members)

**Thank you for choosing to use the facilities, services, or programs of Rene's Dynamic request your understanding and cooperation in maintaining both you and our safety and health by reading and signing the following informed consent agreement.**

I, \_\_\_\_\_, declare that I intend to use some or all of the activities, facilities, programs, and services offered by Dynamic and I understand that each person, (myself included), has a different capacity for participating in such activities, facilities, programs, and services. I am aware that all activities, services, and programs offered are educational, recreational, one-on-one, group or self-

directed in nature. I assume full responsibility, during and after my participation, for my choices to use or apply, at my own risk, any portion of the information or instruction I receive.

I understand that part of the risk involved in undertaking any activity or programs is relative to my own state of fitness or health (physical, mental, or emotional) and to the awareness, care, and skill with which I conduct myself in that activity or program. I agree to notify the club of any changes to my health. I acknowledge that my choice to participate in any activity, service, and program of Dynamic brings with it my assumption of those risks or results stemming from this choice and the fitness, health, awareness, care and skill that I possess and use.

I recognize that by participating in these activities, facilities, programs, and services offered by Dynamic, I may experience potential health risks such as lightheadedness, fainting, abnormal blood pressure, chest discomfort, leg cramps, and nausea and I assume willfully those risks. I acknowledge my obligation to immediately inform the nearest supervising employee of any pain, discomfort, fatigues, or any other symptoms that I may suffer during and immediately after my participation. I understand that I may stop or delay my participation in any activity or procedure if I so desire and that I may also be requested to stop and rest by a supervising employee who observes any symptoms of distress or abnormal response.

I understand that I may ask any questions or request further explanation or information about the activities, facilities, programs, and services offered by Dynamic at any time before, during, or after my participation.

**I declare that I have read, understood, and agree to the contents of this informed consent agreement in its entirety.**

**Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date of Signing** \_\_\_\_\_

**Email Address** \_\_\_\_\_ (is this email address used for \_\_\_\_ work? *or* \_\_\_\_ personal?)

**PHYSICAL ACTIVITY READINESS QUESTIONNAIRE (PAR-Q)**

Dynamic is dedicated to providing you with a safe and effective exercise program. Regular exercise is very safe for most people, however, some people should check with their doctor before increasing their activity level. Please answer the following 10 health questions so that we can provide you with appropriate recommendations before you begin your fitness program. Please be advised that all information is kept strictly confidential.

Please read the questions carefully and circle “ **YES** ” *or* “ **NO** ” to each question.

- |     |           |  |
|-----|-----------|--|
| YES | <b>NO</b> | 1. Has a doctor ever said that you have a heart condition? |
| YES | <b>NO</b> | 2. Do you have chest pain brought on by physical activity? |

- |     |    |  |
|-----|----|--|
| YES | NO | 3. Have you developed chest pain in the past month?  |
| YES | NO | 4. Do you often feel faint or have you on one or more occasions lost consciousness or fallen as a result of dizziness?   |
| YES | NO | 5. Do you experience unusual fatigue or shortness of breath with usual activities or with mild exertion?   |
| YES | NO | 6. Has a doctor ever recommended medication for your blood pressure or a heart condition?  |
| YES | NO | 7. Do you have diabetes or take medication to control your blood sugar?  |
| YES | NO | 8. Do you have a bone or joint problem (for example, osteoarthritis) that could be aggravated by physical activity?  |
| YES | NO | 9. Are you pregnant?   |
| YES | NO | 10. Are you aware, through or own experience or a doctor's advice, of any other physical reason that would prohibit you from exercising without medical supervision? |

<b>STAFF USE</b>	YES	NO	Medical Consultation Recommended
	YES.	NO	If recommended, member agrees to seek medical consultation.

*I have read, understood and completed the questionnaire. Any questions I had were answered to my full satisfaction.*

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Witness \_\_\_\_\_ Date \_\_\_\_\_

Thank you for joining and being a part of the Dynamic Family.  
 All Roads Lead Right Back to Dynamic!