



PEAK ONLINE FITNESS TRAINING SERVICE

REGISTRATION FORM

Mail registration to :
PEAK Strength & Conditioning
P.O. Box 187
Trexlerstown, PA 18087
Phone: 610.336.7472
Fax: 610.336.7473
PEAKSC.com

SECTION 1: MEMBER INFORMATION (PLEASE PRINT OR TYPE)

Today's Date: ____/____/____ Date of Birth: ____/____/____ Age: ____ Gender: (circle) M F
month day year month day year

First Name: _____ Email Address 1: _____
 Last Name: _____ Email Address 2: _____
 Mailing Address 1: _____ Phone 1: _____
 Mailing Address 2: _____ Phone 2: _____
 City: _____ State: _____ Zip: _____ Fax: _____
 Medical Conditions: _____

SECTION 2: MEMBERSHIP BENEFITS AND TERMS

Benefits:

- *Assigned PEAK Coach to help you achieve your training goals and monitor your progress.
- *PEAK training program personalized for you based on the results from your PEAK Evaluation and Orientation Interview.
- *New training program at start and every 4 weeks.
- *Personalized training intensities via heart rate ranges.
- *Coach Consultations - You have up to 30 minutes/month of member-initiated coaching time. This communication includes telephone calls *and* email replies.

Contract Term:

Contract Term: 12 month membership

Pricing:

Price per Month: **Only \$19.95**

Registration Fee:

All PEAK members pay a one-time non-refundable registration fee of \$29.95 due upon enrollment.

Optional Renewal Term:

- 1) If you choose to CONTINUE to receive coaching services, your renewal term will be twelve (12) months. You do not have to notify us. Your membership will conveniently renew automatically.
- 2) If you choose to STOP your coaching services, please contact us at **info@peaksc.com** ninety (90) days prior to the end of the Term and tell us you wish to stop your coaching at the end of your current Contract Term.

SECTION 3: PAYMENT INFORMATION

Registration Fee: \$ 29.95
Initial Term: \$ 239.40

Total Amount Due: \$ 269.35

TOTAL ENCLOSED \$

All checks should be made payable to "PEAK Strength & Conditioning" and mailed to (U.S funds only/please do not mail cash):

PEAK Strength & Conditioning, LLC
P.O. Box 187
Trexlerstown, PA 18087

SECTION 4: MEMBER AUTHORIZATION

By signing this Registration, I acknowledge that I have read the terms and conditions and hereby consent to all the terms of this application and agreement. I certify that all information contained in this application is true and accurate.

Signature (Required)

Print Name

Date

OFFICE USE ONLY

RECEIVED STAMP:

CHECK NO.: _____

AMOUNT: _____

PEAK PROGRAM TERMS AND CONDITIONS

PEAK STRENGTH & CONDITIONING CONSULTATION SERVICES AGREEMENT AND WAIVER ("Agreement")

PEAK Strength & Conditioning, LLC ("PEAK")

PEAK PROGRAM ("Service(s)")

Money Back Guarantee

YOU SHOULD READ THIS AGREEMENT CAREFULLY BEFORE SIGNING THE PEAK REGISTRATION FORM. BY SIGNING THE PEAK REGISTRATION FORM YOU ARE STATING THAT YOU:

* ARE 18 YEARS OR OLDER (PARENT/GUARDIAN SIGNATURE REQUIRED IF UNDER 18 YEARS)

* HAVE READ AND UNDERSTAND THIS AGREEMENT

* IRREVOCABLY AGREE TO ALL OF THE TERMS OF THIS AGREEMENT

1. Term and Compensation

A. Term

This Agreement commences on the date you agree to this Agreement ("Effective Date"). Unless terminated pursuant to Section 2A(a), Member agrees to pay PEAK to obtain the Services for an Initial Term, as detailed in the Membership Benefits and Terms ("Package"). Upon completion of the Initial Term, and thereafter, this Agreement shall automatically renew for additional term(s) equal to the Initial Term ("Renewal Term(s)"), unless earlier terminated pursuant to Section 2.

B. Coaching Service Fees ("Coaching Fees")

(a) Member will receive the Services as outlined in the Package under the Pricing and Payment Options ("Pricing") selected during registration.

(b) Member may upgrade the Coaching Package selected at any time and Coaching Fees will be adjusted on a pro-rata basis accordingly. Member agrees that, at Member's expense, he/she shall initiate telephone consultations and e-mail correspondence. The coaching staff of PEAK will respond as soon as possible and in the order received.

C. Registration Fee

Member agrees to pay an initial non-refundable registration fee upon registration.

2. Termination

A. By Member

(a) During the first twelve (12) months of the Initial Term

Member may not terminate this Agreement during the Initial Term. Member may terminate this Agreement without cause as of the end of the Initial Term provided that PEAK has received in writing, Member's intention not to renew at least ninety (90) days prior to the expiration of the Initial Term. Member agrees that he/she will be responsible to pay the three-month PEAK fees applicable to the ninety (90) day notice period.

(b) During a Renewal Term

Member may terminate this Agreement at the expiration of a Renewal Term without cause provided that PEAK has received in writing, Member's intention not to renew at least ninety (90) days prior to the expiration of the Renewal Term. Member agrees that he/she will be responsible to pay the three-month Coaching fees applicable to the ninety (90) day notice period. If termination occurs prior to the expiration of the current Renewal Term, Member agrees that he/she shall also be responsible to pay PEAK a lump sum payment equal to seventy-five percent (75%) of the Coaching fees applicable to the remaining months of the current Renewal Term.

B. BY PEAK

At any time, PEAK may terminate this Agreement upon ten (10) days written notice to the Member.

3. Confidentiality

Member agrees that the Services provided under this Agreement are strictly confidential and may not be disclosed to any third party without the express written consent of PEAK, including but not limited to, the materials provided to Member from PEAK, the techniques and methodologies utilized by PEAK and its staff in rendering Services under this Agreement and the substance of the communications between PEAK and the Member. Member agrees that Member shall not reproduce any materials provided to Member by PEAK and, further, that Member will not remove any proprietary markings from materials provided to Member from PEAK, including any confidentiality notices and/or copyright notices. It is expressly understood and agreed that PEAK is the sole and exclusive owner of all concepts, programs, ideas, materials, copyrights, trademarks and other intellectual property rights associated with the Services.

4. Promotional Rights

As part of this Agreement and for no additional consideration or agreement, PEAK may request the consent of the Member to use the Member's name, image, and likeness for promotional purposes and any such consent by Member shall not be unreasonably withheld.

5. Waiver and Release of Liability, Assumption of Risk and Indemnity

MEMBER HEREBY ACKNOWLEDGES THAT PEAK MAKES NO WARRANTIES AND DOES NOT GUARANTEE INDIVIDUAL RESULTS. MEMBER, NOT PEAK, IS PERSONALLY RESPONSIBLE FOR THE ACHIEVEMENT OF INDIVIDUAL PERFORMANCE GOALS. MEMBER FURTHER UNDERSTANDS AND ACKNOWLEDGES THAT PHYSICAL EXERCISE IS INHERENTLY DANGEROUS AND CARRIES WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY AND PROPERTY LOSS. MEMBER UNDERSTANDS AND AGREES THAT MEMBER ASSUMES THE RISK OF PARTICIPATING IN THE TRAINING AND ACTIVITIES RECOMMENDED BY PEAK, ITS AGENTS AND REPRESENTATIVES. MEMBER HAS NOT BEEN ADVISED AGAINST PARTICIPATION BY A QUALIFIED HEALTH PROFESSIONAL. IN CONSIDERATION OF THIS AGREEMENT, MEMBER HEREBY INDEMNIFIES, RELEASES AND FOREVER DISCHARGES PEAK FROM ANY LIABILITY, CLAIMS, LOSSES, COSTS, OR EXPENSES, AND WAIVES THE RIGHT TO PURSUE LEGAL ACTION AGAINST PEAK ARISING DIRECTLY OR INDIRECTLY FROM MEMBER'S PARTICIPATION IN THE SERVICES, INCLUDING CLAIMS OR DAMAGES RESULTING FROM DEATH, PERSONAL INJURY, PARTIAL OR PERMANENT DISABILITY OR PROPERTY DAMAGE, MEDICAL OR ECONOMIC LOSSES. THIS AGREEMENT SHALL BE BINDING UPON MEMBER'S HEIRS, ASSIGNEES, SUCCESSORS AND PERSONAL REPRESENTATIVES. MEMBER HEREBY FURTHER STATES THAT HE/SHE CURRENTLY SUFFERS FROM NO PHYSICAL OR MENTAL CONDITION THAT WOULD IMPAIR HIS/HER ABILITY TO FULLY PARTICIPATE IN THIS AGREEMENT. MEMBER REPRESENTS AND WARRANTS THAT HE/SHE IS EIGHTEEN (18) YEARS OF AGE OR OLDER.

6. Governing Law

This Agreement shall be construed under and in accordance with the laws of the State of Pennsylvania exclusive of any conflict-of-law or choice of law rules and principles.

7. General

This terms and conditions of this Agreement may not be amended or modified without the express written consent of PEAK and any attempt to do so shall be null and void. Member may not assign his/her rights or delegate his/her duties under this Agreement without the prior written consent of PEAK. This Agreement constitutes the complete and exclusive statement of all mutual understanding between the parties with respect to the subject matter hereof, superseding all prior proposals, communications and understandings, oral or written.

By signing the registration, you hereby consent to all of the terms of this agreement.