

**McDermont Venture Inc. Membership Agreement**

365 Sweet Briar Ave., Lindsay, CA 93247  
(559) 562-3326

BARCODE: \_\_\_\_\_

**MEMBER INFORMATION**

Member Name (Please Print): \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Other Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Gender: M / F Age: \_\_\_\_\_ Date of Birth: MM, DD, YY \_\_\_\_/\_\_\_\_/\_\_\_\_ Driver's License / ID \_\_\_\_\_

Parent or Guardian's Name if member is less than 18 years of age: \_\_\_\_\_

**Children 3 years of age and younger**

Name: \_\_\_\_\_ Gender: M / F Birthdate: MM, DD, YY \_\_\_\_/\_\_\_\_/\_\_\_\_

Name: \_\_\_\_\_ Gender: M / F Birthdate: MM, DD, YY \_\_\_\_/\_\_\_\_/\_\_\_\_

Name: \_\_\_\_\_ Gender: M / F Birthdate: MM, DD, YY \_\_\_\_/\_\_\_\_/\_\_\_\_

**EMERGENCY CONTACT**

Emergency Contact: \_\_\_\_\_ Emergency Phone #: \_\_\_\_\_ Relationship: \_\_\_\_\_

**MEMBERSHIP PACKAGE**

Membership: \_\_\_\_\_ Price: \_\_\_\_\_ Monthly/Yearly (Circle One)

Contract Period: \_\_\_\_\_ - \_\_\_\_\_ Initials: \_\_\_\_\_

Enrollment Fee:       **\$25**               **N/A**               Initials: \_\_\_\_\_

*You will continue to be charged monthly after your contract period ends. However, you may cancel for no additional charge. Initials: \_\_\_\_\_*

**ELECTRONIC FUND TRANSFER (EFT) AUTHORIZATION**

I authorize McDermont Venture Inc. to electronically deduct the monthly dues, fees and charges which may vary month-to-month for any and all balances due monthly automatically from my account on the date purchased of each month and continuing until my membership is terminated, canceled, or I advise McDermont Venture Inc. to discontinue automatic payments with a 30-day written notice. Member Initials: \_\_\_\_\_

**You must attach a voided check or a savings/checking account bank statement. Checking account deposit slip not acceptable.**

Print Name of Account Holder (as it appears on the card): \_\_\_\_\_

Please check one: \_\_\_\_\_ Checking(Must attach a voided check)    \_\_\_\_\_ Savings(Must attach bank statement)

Bank Routing #: \_\_\_\_\_ Banking Account #: \_\_\_\_\_

Debit Card (Visa or Mastercard) \_\_\_\_\_ or Credit Card (Circle one):        Visa    Mastercard    Discover

Debit or Credit Card #: \_\_\_\_\_ Expiration Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Authorized Signature (required for processing): \_\_\_\_\_

I understand that I maintain full control over my account and can stop this electronic funds transfer with a thirty (30) day WRITTEN advance notice to McDermont Venture Inc. Membership Office. I understand fully that cancelling EFT does not cancel my membership. Member Initials: \_\_\_\_\_ Membership price will automatically be charged to the account above every month on the date of purchase.

Date of the month for Electronic Fund Transfer (circle one):        10th                25th                Initials: \_\_\_\_\_

The attached Terms of Membership are a part of this Agreement and are incorporated herein by this reference. I have read, understood and will comply with the terms and conditions of my Membership Agreement.

Member's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian's Signature if less than 18 years of age: \_\_\_\_\_ Date: \_\_\_\_\_

Referred by: \_\_\_\_\_

Processed by: \_\_\_\_\_



## Terms of Membership

1. The rights and privileges of this membership shall consist of a program using McDermont Venture Inc.'s facilities which are subject to such rules and regulations as may be posted on McDermont Venture Inc.'s premises from time to time. Such rules and regulations shall be subject to change without notice.
2. Upon execution of the McDermont Venture Inc. Membership Agreement, McDermont Venture Inc. will issue a Membership Card, presentation of which shall be required as a condition to use McDermont Venture Inc.. Such card shall remain the sole property of McDermont Venture Inc. and surrender of card to McDermont Venture Inc. is required upon termination of this agreement for any reason.
3. Performance of the agreed upon services will begin immediately.
4. Notwithstanding any other provisions of this Agreement, if by reason of death or disability Member is unable to receive all services for which Member has contracted, Member and Member's estate shall be relieved from the obligation of making payments for services other than those received prior to death or the onset of disability, and if member has prepaid any sum of services, so much of said sum as is allocable to the services Member has not taken shall be promptly refunded to Member or Member's representative. To establish disability to the satisfaction of McDermont Venture Inc., Member may be required to furnish McDermont Venture Inc. with medical proof of existence of the condition upon which the claim of disability is based.
5. Members in good standing may make changes to their membership.
  - a. Member agrees to pay additional Initiation Fee and Dues associated with the requested change. By signing, the Member understands and agrees to the following Membership Agreement governing the membership.
6. If the Member moves farther than 50 miles away from McDermont Venture Inc., Member shall be relieved from the obligation of making payments for services other than those received prior to the move. If Member has prepaid any sum for service, so much of such sum as is allocable to the services Member has not taken shall be promptly refunded. In the event of a cancellation, Member will be charged a cancellation fee, not to exceed \$150.00, or, if more than half the life of this Agreement has expired, not to exceed \$100.00. Membership card must be returned at time of cancellation.
7. Electronic Funds Transfer (EFT) EFT is a direct payment through Member's local bank or credit card. It is an easy way for Member to pay for the monthly membership bill and saves Member time and money. The EFT transaction will occur on the same day of each month. but may be delayed at times due to system failures, holidays, weekends, or any other reason outside of the control of McDermont Venture Inc.. Member will see the payment itemized on their monthly bank or credit card statement. If you do not see a payment, contact the McDermont Venture Inc. Membership Office immediately. By signing this form, Member understands and agrees to the following Membership Agreement for EFT service.
  - a. Members are subject to a \$25.00 charge for all payments returned as insufficient funds or invalid accounts from your bank or credit card.
  - b. Members are subject to a \$10.00 charge per month should Member request to be billed manually.
  - c. If a Member defaults for 2 or more months on their payments, that member may be subject to losing their good standing status. They may also be subject to an increase in monthly membership fees.
  - d. Any change in a Member's EFT information, i.e. new account or credit card, must be submitted a minimum of 30 days prior to the change occurring.
  - e. The cardholder is financially responsible for all other members on the membership, including returned checks or declined credit card charges. All account balances will be drafted each month through EFT.
  - f. Cancellation of the EFT service is not effective until 30 days after receipt of WRITTEN notice. This is necessary to allow enough time to properly handle the cancellation.
  - g. Cancelling Member's EFT payment DOES NOT automatically cancel Member's membership. Depending on the membership contract terms, a membership cancellation requires a separate 30 DAY WRITTEN NOTICE OF CANCELLATION.
8. Waiver of any default of Member's obligation under this membership Agreement shall not be deemed a waiver of any other default.
9. Member shall pay a \$10.00 administrative fee for the replacement of a membership card.
10. Member acknowledges that McDermont Venture Inc. has neither made claims as to medical results nor suggested medical treatment to Member. It is expressly understood that all use of McDermont Venture Inc.'s facilities shall be undertaken by Member at Member's sole risk and neither McDermont Venture Inc. nor any of the owners, officers, employees or agents of McDermont Venture Inc. shall be liable for any claims, demands, action or cause of action for injuries or damage whatsoever to persons or property arising out or in any way connected with member use of any services, equipment, or facility of McDermont Venture Inc. or the premises where the same is located.
11. McDermont Venture Inc. strongly advises Member to consult Member's own family physician before engaging in any exercise program. Member certifies that to the best of the Member's knowledge Member is in good physical condition and there is nothing which would prevent Member from safely engaging in exercise or the use of the equipment or facilities at McDermont Venture Inc.. Member further understands and acknowledges that if Member has a pre-existing medical condition, the program provided by McDermont Venture Inc. could adversely affect that condition. Member hereby represents that Member has no pre-existing medical condition which would be so affected by use of the program provided by McDermont Venture Inc..
12. Member agrees to provide correct information to McDermont Venture Inc. regarding Member's medical history and condition. McDermont Venture Inc. may require that Member provide written medical authorization which states that Member is cleared by Member's attending physician or other medical provider to participate in all activities at McDermont Venture Inc.. Member is responsible for notifying McDermont Venture Inc. in the event Member has a change in health status during the course of membership which may affect Member's medical qualification to participate in activities at McDermont Venture Inc..
13. Member understands and agrees that some of the activities at McDermont Venture Inc. are considered RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITIES and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. Injuries related to these activities can be severe. Member expressly assumes all risks of participation in all activities at McDermont Venture Inc.. In consideration of allowing Member's participation in activities at McDermont Venture Inc., Member, and the parent or guardian, if a minor, do agree to hold harmless and release McDermont Venture Inc., their owners, their agents, employees, officers, members, insurers and affiliated organizations from any and all liability due to ordinary negligence; and Member further agrees that except in the event of gross and willful negligence, Member shall bring no claims, demands, actions and causes of action, and/or litigation against McDermont Venture Inc., as stated above in this clause, for any economic or non-economic losses due to the bodily injury, death, property damage, sustained by Member or by Member's minor child or legal ward in relation to the premises and operations of the premises.
14. McDermont Venture Inc. shall have the right to establish rules, regulations and policies, from time to time, with which Member agrees to comply.
15. McDermont Venture Inc. may terminate this agreement at any time for Members failure to comply with McDermont Venture Inc. Rules and Regulations. If membership is terminated due to Member's failure to comply with McDermont Venture Inc. Rules and Regulations, Member shall forfeit all membership fees and shall not be entitled to a refund of the unused portion of any prepaid membership fees.
16. Member and McDermont Venture Inc. acknowledge that this Membership Agreement constitutes their entire agreement and understanding. Except for the termination by the McDermont Venture Inc. for non-payment of membership fees or non-compliance with Rules and Regulations of McDermont Venture Inc., no modification or cancellation of this Membership Agreement shall be valid or effective unless in writing and signed by Member and McDermont Venture Inc.. It is expressly agreed that the rights and privileges and obligations of McDermont Venture Inc. membership are not transferable, cancellable, or terminable by Member other than as provided herein. No salesman or other person has been authorized to give any information or to make any representation other than those contained in this Membership Agreement, and, if given or made, such information or to make any representation shall not be relied upon as having been authorized by McDermont Venture Inc.. McDermont Venture Inc. makes no warranties or representations, express or implied, other than those set forth herein, as to those, member's sole and exclusive remedy in the event of breach by McDermont Venture Inc. shall be cancellation of this Membership Agreement. In no event shall McDermont Venture Inc. be liable for consequential damages. If any portion of this Membership Agreement shall be held unenforceable or void, such portion shall be disregarded and the remainder shall remain in full force and effect.
17. Blackout days may apply.

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