



## MEMBERSHIP AGREEMENT

|   |              |                  |
|---|--------------|------------------|
| Patient _____   |              | DOB _____        |
| Address _____   |              |                  |
| City _____  | State _____  | ZIP _____        |
| Home # _____  | Cell # _____ | Work # _____     |
| Employer _____  |              | Occupation _____ |
| Emergency Contact _____   |              |                  |
| Relationship of Emergency Contact _____                                   |              | Phone # _____    |
| Email Address _____   |              |                  |
| Preferred Method of Communication (circle)    Mail   /   Text   /   Email |              |                  |

## ADDITIONAL MEMBERS ON THE MEMBERSHIP ACCOUNT

|                     |             |           |
|---------------------|-------------|-----------|
| Patient _____       |             | DOB _____ |
| Gender    M   /   F | Email _____ |           |
| Patient _____       |             | DOB _____ |
| Gender    M   /   F | Email _____ |           |
| Patient _____       |             | DOB _____ |
| Gender    M   /   F | Email _____ |           |
| Patient _____       |             | DOB _____ |
| Gender    M   /   F | Email _____ |           |

## OFFICE USE ONLY

|               |               |
|---------------|---------------|
| New: _____    | Update: _____ |
| Tshirt: _____ | Keytag# _____ |



## RELEASE OF LIABILITY

I understand that my blood pressure must be checked by an employee of MTS Physical Therapy & Wellness before I am able to participate in the Adult Wellness Program. I understand and agree that MTS Physical Therapy & Wellness neither has nor will assume any financial responsibility or liability for medical expenses or compensation for any injury I may suffer either during or resulting from participation in this program. If I am under the care of a doctor for any type of medical condition, I understand that a written release from my doctor is required. However, if I do not obtain a written release from my doctor due to my own neglect, I understand that I am participating in the Adult Wellness Program on my own accord and hold MTS Physical Therapy & Wellness and its agents free of any liability for my safety or health. Consequently, my participation in the Wellness Program and my use of MTS Physical Therapy & Wellness' equipment (inclusive of its pools) shall be at my own risk. Moreover, I hereby warrant that I am physically and mentally capable of using the Aquatic & Fitness Center facilities and/or participating in the Wellness Program.

**PLEASE NOTE THAT WE ARE PRIMARILY AN OUT-PATIENT THERAPY CLINIC AND THOSE PATIENTS BEING TREATED UNDER A PHYSICIAN'S REFERRAL WILL HAVE FIRST PRIORITY FOR USE OF EQUIPMENT AND SUPPLIES IN ORDER TO ACCOMMODATE OUR APPOINTMENT SCHEDULE.**

**By signing you are agreeing to a month to month contract.**

**BY SIGNING THIS I REALIZE THAT I AM OBLIGATED TO MTS PHYSICAL THERAPY & WELLNESS FOR THE MONTHLY FEE UNLESS MTS IS NOTIFIED IN WRITING THAT I AM ENDING OR FREEZING MY ACCOUNT**

Member Signature \_\_\_\_\_

Date \_\_\_\_\_

## OFFICE USE ONLY

|  |                |   |               |                |                  |
|--|----------------|---|---------------|----------------|------------------|
| Location                                       | Blood Pressure | / | (At Check In) | After Exercise | /                |
| <input type="checkbox"/> Lafayette – Dulles    |                |   |               |                |                  |
| <input type="checkbox"/> Lafayette – Townhouse | Manual:        |   | Machine:      | Left Arm:      | Right Arm:       |
| <input type="checkbox"/> Breaux Bridge         |                |   |               |                |                  |
| <input type="checkbox"/> Youngsville           | Taken By:      |   | Reviewed By:  |                | Needs a Recheck: |
|  |                |   |               |                |                  |

If member has answered "Yes" for questions 1 or 2 on the MEDICAL HISTORY portion, please explain

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

MTS Employee Initials \_\_\_\_\_

Coordinator/Director Initials \_\_\_\_\_



## MEDICAL HISTORY

Please **check** problems diagnosed by a doctor. **Check** if you are currently being treated.

- |   |   |  |                                   |
|---|---|--|-----------------------------------|
| <input type="checkbox"/> Arthritis            | <input type="checkbox"/> Bursitis                     | <input type="checkbox"/> Gout                      | <input type="checkbox"/> Stroke   |
| <input type="checkbox"/> Carpal Tunnel Syn.   | <input type="checkbox"/> Anxiety Attacks              | <input type="checkbox"/> Lupus                     | <input type="checkbox"/> Epilepsy |
| <input type="checkbox"/> Bronchitis           | <input type="checkbox"/> Pneumonia                    | <input type="checkbox"/> Osteoporosis              | <input type="checkbox"/> Sciatica |
| <input type="checkbox"/> Abnormal Chest X-ray | <input type="checkbox"/> Lung Disease                 | <input type="checkbox"/> Implants                  | <input type="checkbox"/> Diabetes |
| <input type="checkbox"/> Emphysema/COPD       | <input type="checkbox"/> Chronic Fatigue Syndrome     | <input type="checkbox"/> Tuberculosis              | <input type="checkbox"/> Asthma   |
| <input type="checkbox"/> TMJ Dysfunction      | <input type="checkbox"/> Dizziness/Fainting Spells    | <input type="checkbox"/> Gout                      |                                   |
| <input type="checkbox"/> Fibromyalgia         | <input type="checkbox"/> Ulcer/Colitis/Diverticulitis | <input type="checkbox"/> Migraine Headaches        |                                   |
| <input type="checkbox"/> High Blood Pressure  | <input type="checkbox"/> Low Blood Pressure           | <input type="checkbox"/> Parkinson's Disease       |                                   |
| <input type="checkbox"/> Thrombosis/Phlebitis | <input type="checkbox"/> Muscular Dystrophy           | <input type="checkbox"/> Pregnant – Due Date _____ |                                   |

Disc Problem (circle) – slipped / herniated / bulging

Blood-Borne Pathologies (circle) – HIV / AIDS / Hepatitis A / Hepatitis B / Hepatitis C

| Tumors / Cancer – Year | Type | Remission: Yes / No |
|------------------------|------|---------------------|
| <hr/>                  |      |                     |

| Infection / Inflammation – What? | Where? |
|----------------------------------|--------|
| <hr/>                            |        |

| Sprains / Dislocations – Where: |
|---------------------------------|
| <hr/>                           |

| Heart Disease – What type: | Pacemaker: Yes / No |
|----------------------------|---------------------|
| <hr/>                      |                     |

| Broken Bone – Please list: |
|----------------------------|
| <hr/>                      |

- |          |  |
|----------|--|
| Yes / No | 1. Has your doctor ever said you have a heart condition and that you should only do physical activity recommended by a doctor?     |
| Yes / No | 2. In the past month, have you had chest pain when you were not doing physical activity?   |
| Yes / No | 3. Do you feel pain in your chest when you do physical activity?   |
| Yes / No | 4. Do you lose your balance because of dizziness or do you ever lose consciousness?  |
| Yes / No | 5. Do you have a bone or joint problem (for example back, knee, or hip) that could be worse by a change in your physical activity? |
| Yes / No | 6. Is your doctor currently prescribing drugs (for example water pills) for your blood pressure or heart condition?                |
| Yes / No | 7. Do you know of any other reason why you should not do physical activity?  |



## MEMBERSHIP TERMS & AGREEMENT

I agree to and understand the following payment plan:

| Start Date   | Expires   |
|--|-----------|
| Monthly Dues \$  | Per Month |
| Method of Payment  | ACH / CC  |
| Type of Membership   |           |
| (General Public, Senior, Student/Employee, Additional Household, Wellness Patient) |           |

### AUTO RENEWAL PROGRAM

Provided that the account is not in default of this agreement and subject to the terms and conditions hereof, the membership will automatically renew at the rate indicated below. Renewal terms may be canceled at any time provided a 30-day written notice is delivered to the address provided above.

| Monthly Dues \$ | Per Month for Future Automatic Renewal | Member Initials |
|-----------------|--|-----------------|
|-----------------|--|-----------------|

## TERMS & CONDITIONS OF MEMBERSHIP AGREEMENT

### 1. WELCOME

Thank you (hereinafter "you" or "Member") for choosing MTS Physical Therapy & Wellness for your health and fitness needs. Below are the terms and conditions for obtaining and utilizing the Wellness Center. Please read all the information carefully. If you have any questions or concerns, please feel free to speak to a Wellness Center Staff member.

### 2. MEMBERSHIP

**2(a).** Membership Basics: Your membership permits you to use the Wellness Center's premises, equipment and services as shown during your initial tour of the facility. Your membership is non-transferable by you and it does not give you any rights in the Wellness Center, its management, property or operation. The Wellness Center may sell memberships at different rates and terms than yours.

**2(b).** Gym Privileges: Are unlimited with any membership purchase excluding, but not limited to, personal training or personal yoga sessions/packages.

**2(c).** Membership Freeze Policy: The Wellness Center will freeze your membership upon request via e-mail/fax or in person. To be eligible for a membership freeze, your membership account must be in good standing and you must be current on monthly membership fees. The freeze cannot exceed more than 90 days, unless you have a medical condition that warrants additional time. In such a condition, you must obtain a written statement from your physician advising that you are unable to use the facility for a period of time. Your membership and monthly billing charges will be stopped until your return. At the time of your return, your membership and your monthly membership fees will resume according to your signed Membership Agreement. You are required, after a medical leave of absence, to provide the Wellness Center with a written statement from your physician. The physician must release you to resume exercise activity with or without restrictions. Memberships may be frozen retrospectively.

**2(d).** It is your responsibility to notify the Wellness Center of any changes in mailing addresses, credit card information, ACH information, or phone numbers.

### 3. FINANCIAL POLICY

**3(a).** Monthly Payments & Fees: You agree to pay the monthly membership fees according to the Membership Agreement signed upon the initiation of your membership to the Wellness Center. If you are under 18 years of age, the Wellness Center requires your legal guardian to guarantee payment and co-sign the Membership Agreement. Individuals under the age of 16 must be accompanied by and adult at all times. The Wellness Center will immediately collect fees when you buy a membership and this may include any current prorated amounts due. Any unpaid membership fees from a prior membership are to be paid immediately before obtaining a new membership. These fee monthly payments are non-refundable, unless otherwise specified herein. Whether or not you utilize the facility and services, you will be required to pay your monthly membership fees. You agree to pay the Wellness Center an administrative fee for any returned checks, or debit problems; such as, non-sufficient funds, closed accounts, frozen or declined credit/debit cards or similar circumstances. The current fee is \$15.00, but is subject to change at the Wellness Center's discretion without notice.

**3(b).** Family & Couple Memberships: One member will be the Owner of the Membership Agreement. The owner will be responsible for all monthly membership fees associated with a Family (3 or more members) or Couple (2 members) membership purchase. If a family member, with a membership of 3 or more members, drops to a couple membership (2 members), the monthly membership fee changes to a couple rate effective the date of the event. If a Couple membership (2 members) drops to a single membership (1 member), the monthly membership fee changes to a single rate effective the date of the event. Written notice from the membership owner is required for all changes made to a membership. If the owner of the membership (Family or Couple) neglects to make timely payments, other members associated with the membership must make arrangements with the Wellness Center's billing department to pay the monthly membership and any unpaid fees. The Wellness Center has the right to terminate any membership accounts if the account becomes 90 days delinquent.

**3(c).** Right to Modify Monthly Membership Fees: The Wellness Center reserves the right to increase your monthly fees at any time. All Membership Agreements are automatically-renewed upon the expiration of your previous Agreement. If you choose not to continue your membership, we require a written notice, regarding your cancellation request.

**3(d).** Charges to the Membership Account: If you or your guest incur any charges for goods or services from the Wellness Center, you agree to pay for them according to the current rates. This may include, but not limited to: key tag replacement, locker rental fee, guest passes, group exercise passes; or personal training and/or personal yoga sessions.



**3(e).** Monthly Payments: You are obligated to make monthly membership payments in compliance with the terms and conditions of this contract, until such time, a cancellation notification is received by the Wellness Center. If at any time you decide to make a change in the method of payment (including automatic ACH or EFT auto-pays), you must notify the Wellness Center thirty (30) days prior to the date of the intended change; along with specifying an acceptable alternate method of payment. Your membership will automatically continue as specified in the Membership Agreement. You may terminate your membership by sending a written notice to the Wellness Center by the 15th of the prior month. If you fail to submit your cancellation request, the Wellness Center assumes that you are still utilizing the facility and membership will continue according to the Membership Agreement. When your membership fees become delinquent past 90 days, you hereby authorize the Wellness Center, at its sole discretion, to transfer and/or assign your payment obligations to a third party financial institution. You are responsible for notifying your bank of any error that appears on your bank or credit card statement. You must notify the Wellness Center within 60 days of a claimed error for investigation and adjustments to the membership account.

#### **4. AVAILABILITY OF FACILITIES**

**4(a).** Unavailability: The Wellness Center may close its facility for building maintenance, selected holidays, and other hours based on municipal requirements. The Wellness Center may delete, change, discontinue, repair, or replace any part or all of the facility; including, but not limited to: classes, equipment, or facility structure. There will be no adjustments in membership dues for any aforementioned period of closure. Notwithstanding the foregoing, if the Wellness Center is unavailable due to a voluntary closure for a period exceeding seven (7) contiguous days, the Wellness Center shall reimburse your pro-rated membership fees to cover the time of the Wellness Center's temporary unavailability.

#### **5. MEMBER'S RESPONSIBILITY**

**5(a).** Member's Health Warranty: You represent and warrant that you, your family member, or guest is entitled to use the Wellness Center's facility under the terms of your Membership Agreement. You also warrant that you, your family member, or guest are free of physical disabilities, impairments, or ailments preventing him/her from engaging in active or passive exercise. Such conditions may be detrimental or adverse to such person's health, safety, or physical condition if he/she engages or participates in physical activity. You acknowledge and agree that 1) The Wellness Center will rely on the foregoing warranty in issuing the membership; 2) The Wellness Center shall have no obligation to perform a fitness assessment or similar testing to determine the Member's physical condition; 3) If a fitness assessment or similar testing (i.e. risk factor screening) is performed by the Wellness Center, it is solely for purpose of providing comparative data; with which, the Member can track progress in a program and is not for diagnostic purposes; 4) The Wellness Center shall not be subject to any claim, demand, or injury whatsoever on account of the Wellness Center's evaluation or interpretation of such fitness assessment or similar testing; 5) The Wellness Center shall not be liable for any injury arising out of the Member's disability impairment or ailment preventing him/her from engaging in active or passive exercise, or that would be detrimental or adverse to such person's health, safety or physical condition if he/she does so engage or participate. Each Member and guest should be aware of his/her medical history and should consult with a physician prior to engaging in exercise; or continuing to exercise if a medical condition appears or appears to be developing.

**5(b).** Waiver of Liability: Each Member of the Wellness Center shall be liable for any property damage and/or personal injury (caused by the Member, Member's Family, Guest or any other person) at the Wellness Center; or any activity or function operated, arranged or sponsored by the Wellness Center. It shall be the obligation of the Member to pay for any costs involved, upon presentation of a statement thereof. Any and all use of the Wellness Center's facility/equipment, or participation in activities, operated, arranged or sponsored by the Wellness Center either on or off of the premises by the Member, Member's Family, or Guest shall be AT SUCH PERSON'S OWN RISK, and the Wellness Center shall not be liable for any injuries or damages to such person, or the property of such person; or be subject to any claim, demand, injury, or damages. The member individually, and on behalf of the Member's personal representative, heirs, administrators, assigns and successors does hereby expressly forever release and discharge the Wellness Center, its successors and assigns, as well as, its officers, agents and employees from all such claims, demand, actions, or causes of action.

#### **6. CANCELLATION AND REFUNDS**

**6(a).** General Cancellation Rights & Penalties: You may cancel your membership at any time after the Membership Agreement is fulfilled by notifying the Wellness Center in writing, no less than ten (15) days prior to the next billing statement date. The Membership Agreement cancellation will be effective the date the Wellness Center receives the written cancellation notice. If you cancel your membership prior to the Membership Agreement ending date, you remain obligated to the payment terms of your Membership Agreement through its expiration date.

**6(b).** Cancellation Rights & Refunds Exceptions: (1) In the event you have not used your gym membership AND your physician did not clear you to exercise at the Wellness Center due to your health status, the Wellness Center shall void your Membership Agreement upon (i) your written request due to the aforementioned, and (ii) receipt of verification from your physician, whichever is later. In this event, the Wellness Center shall refund membership fees and any prepaid membership dues. (2) In the event you become injured or disabled in such a manner that prevents you from using the equipment and services of the Wellness Center, as determined by your physician, you may request a cancellation of your as follows: (i) you must request cancellation in writing no less than ten (10) days prior to your next billing statement date and (ii) you must provide the Wellness Center written verification of your injury or disability from your physician. In this particular event, termination of your Membership Agreement shall be effective as of the date which the information is received by the Wellness Center, notwithstanding the foregoing, if this date falls within ten (10) days of your next billing statement, then cancellation of your Membership Agreement will be effective after the immediately preceding billing statement. (3) In the event of the Member's death, your estate may request a cancellation of your membership as follows: (i) your estate must request cancellation in writing and (ii) a written verification of death must be provided to the Wellness Center. In this event, termination of your Membership Agreement shall be effective as of the date when the information is received by the Wellness Center. (4) In the event you move your residence to a physical address located outside of the Greater Acadiana region, you must request a cancellation of your membership as follows: (i) you must request cancellation in writing no less than ten (10) days prior to your next billing statement and (ii) provide to the Wellness Center written verification of your address change, as deemed adequate by the Wellness Center. In this Event, termination of your Membership Agreement shall be effective the date which the said information is received by the Wellness Center; notwithstanding the foregoing, if this date falls with fifteen (15) days of your next billing statement, then cancellation of your Membership Agreement will be effective after the immediate preceding billing statement.

**6(c).** Notice: Any such notice required under Section 6 shall be sent to one of the 4 MTS locations.

**6(d).** Effect of Termination/Cancellation & Financial Obligation: Upon cancellation or termination, your right to utilize the gym facility ends. However, you are still responsible for paying any outstanding balance of the Membership Agreement as outlined. The Wellness Center will deduct the account balance from any refund owed to the Member, if applicable. If there is not enough money to cover the outstanding debt in the refund, you must pay the balance. If you are a part of a family or couple Membership and you cancel a portion of the Membership Agreement under Section 6(b) [i.e. one member of the family or couple membership qualifies for cancellation under Section 6(b)] the refund of any unused prepaid membership fees is prorated based on your portion. If you have canceled your Membership Agreement and you would like to rejoin, you must purchase a new Membership Agreement. **6(e).** Membership Termination by the Wellness Center: The Wellness Center may terminate your membership under the following conditions: (1) if you fail to make timely payments according to the signed Membership Agreement, (2) membership fees become more than 90 days delinquent, (3) the automatic payment arrangements are interrupted or discontinued for any reasons and you do not provide an acceptable alternative payment method, (4) you fail to follow any of the Wellness Center's policies or rules or (5) your conduct is improper or harmful to the best interest of the Wellness Center and/or its members. Termination is effective on the date the Wellness Center mails a written notice to your last known mailing address. You are liable for all financial obligations under the Membership Agreement. If you prepaid your Membership fees, the Wellness Center will not refund any unused portion.

I acknowledge and read the terms and conditions of the MTS Physical Therapy & Wellness Agreement & I have received a copy of the facility's General Rules.



## PAYMENT AUTHORIZATION FORM

Schedule your payment to be automatically deducted from your bank account, or charged to your credit or debit card.

### Here's How Recurring Payments Work:

You authorize regularly scheduled charges to your checking/savings account or credit/debit card. You will be charged the amount indicated below each billing period. A receipt for each payment will be emailed to you and the charge will appear on your bank statement as an "ACH Debit." You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.

Please complete the information below:

I \_\_\_\_\_ authorize MTS Physical Therapy & Wellness to charge my **credit/debit card** or **bank account** indicated below on the 1st of each month for payment of my wellness membership.

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Phone # \_\_\_\_\_ Email Address \_\_\_\_\_

Amount Charged each Month \_\_\_\_\_

### ☐ Checking / Savings Account

Checking / Savings (circle one) \_\_\_\_\_ Name on Acct \_\_\_\_\_

Bank Name \_\_\_\_\_ Bank City / State \_\_\_\_\_

Bank Routing # \_\_\_\_\_ Bank Account Number \_\_\_\_\_

### ☐ Credit Card

VISA / AMEX / Mastercard / Discover (circle one) \_\_\_\_\_

Cardholder Name \_\_\_\_\_ Card Number \_\_\_\_\_

Exp. Date \_\_\_\_\_ CVV Number \_\_\_\_\_

Member Signature \_\_\_\_\_

Date \_\_\_\_\_

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify MTS Physical Therapy & Wellness in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF) I understand that MTS Physical Therapy & Wellness may at its discretion attempt to process the charge again within 30 days, and agree to an **additional \$15.00 charge** for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this credit card/bank account and will not dispute these scheduled transactions with my bank or credit card company; so long as the transactions correspond to the terms indicated in this authorization form.