



DK SPORTS & FITNESS

MEMBERSHIP AGREEMENT

Head of Household: _____

Mailing Address: _____

Street Address _____

How did you hear about us? _____ Check here if USD 473 employee:

Phone No: _____ E-mail: _____

Complete the information below for each family member who resides at the household address listed above and who you intend to receive the benefits of the Membership selected. Only the persons listed below shall be considered a "Member" hereunder and all such persons shall be bound by the obligations set forth herein. **Individuals under the age of 13 cannot be Members of the Fitness Center.** References to "Members" in this Agreement shall only refer to those individuals who meet the requirements for membership set forth herein.

	Name	Age	Date of Birth
1.			
2.			
3.			
4.			
5.			
6.*			
7.*			

*Subject to additional monthly fee

<p>Payment Information</p> <p>Credit Card: <input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> Discover</p> <p>Card Number: _____ Exp. Date _____</p> <p>Signature: _____</p> <p>Billing Address (if different from above): _____</p> <p>Automatic Bank Draft:</p> <p>Bank Name: _____ Routing No. _____</p> <p>Checking Acct. No. _____ Savings Acct. No. _____</p>

1. **Parties.** This Agreement is between the Members and KCML Holdings, L.L.C. dba DK Sports & Fitness (“DKSF”) and its assigns. By signing this Agreement, you have purchased a Membership and agree to all the terms in this Agreement, as well as other rules and regulations of DKSF.

2. **Term.** The Initial Term of your Membership shall be 6 months commencing on the date the Registration Waiver and Release of Liability form is signed for all Members. This Agreement will automatically renew for subsequent 6-month periods unless terminated by the Member by providing written notice to DKSF at least 20 days prior to the expiration of the then-current term. Cancellation of an automatic payment from the Member’s bank account, credit card or paycheck does not constitute notice of termination. DKSF may terminate this Agreement and the Membership at any time without cause by providing you 30 days’ prior written notice. If you change your residence to outside a 50-mile radius of Chapman, then you may terminate this Agreement as long you provide at least 60 days’ prior written notice and verification of the move.

3. **Membership Fees.** The current monthly rates for the various membership options are as follows:

	Current Monthly Rate	Membership Fees (to be completed by DKSF Staff)
FITNESS CENTER MEMBERSHIPS		
<input type="checkbox"/> Fitness Center Only – Single Membership	\$20.00	
<input type="checkbox"/> Fitness Center Only – Family Membership*	\$40.00	
<input type="checkbox"/> Blended Membership (Fitness + 2 Cage Hours/Month)**	\$60.00	
PRACTICE FACILITY MEMBERSHIPS*		
<input type="checkbox"/> The Infield Single (2 Cage Hours/month)**	\$40.00	
<input type="checkbox"/> The Ground Rule Double (3 Cage Hours/month)**	\$60.00	
<input type="checkbox"/> The Stand-up Triple (4 Cage Hours/month)**	\$75.00	
<input type="checkbox"/> Touch 'Em All (6 Cage Hours/month)**	\$125.00	
Monthly Fee for Additional Members of the Household	\$5.00/person	
TOTAL MONTHLY MEMBERSHIP FEE DUE HEREUNDER		

* The Monthly Membership fee covers five family members in a household. It does not include roommates. An additional fee is due for each additional family member in the household.

**Fee does not include HITTRAX or automatic pitching machines. Both are available for an upcharge.

In the event the Membership Fees charged by DKSF are increased at any time during the term of this Agreement, such change shall not take effect until the next renewal term of the Agreement.

4. **Payment Terms.** Membership fees must be paid via Electronic Funds Transfer or credit card. By signing this Agreement and completing the payment information in the box on page 1, you hereby authorize DKSF to deduct payment through the financial institution or credit card issuer designated for all recurring Membership Fees, unpaid Membership Fees, service fees, late payment charges, and any and all other fees related to the use of the Fitness Center or Practice Facility.

- a. **Late Payments.** Any payment made more than 10 days after the due date shall be subject to a \$25.00 late fee. If you fail to make a payment within 10 days of its scheduled due date, it is our right to place your membership in default. Under default, Members will have no access to the DKSF facilities until timely payment has been made, at which time Members’ rights under this Agreement will be restored.
- b. **Insufficient Funds and Chargebacks.** A \$25.00 fee will be assessed for any payments returned due to insufficient funds and for credit card chargebacks.
- c. **Attendance.** Members’ nonuse of the DKSF facilities will not eliminate the obligation to make payments as outlined herein.
- d. **Default.** Should you default in your payment obligations, you agree to pay all costs of collection, including court costs and attorney’s fees, to the fullest extent permitted by applicable law.

5. **Use of the Facilities.**

For Fitness Center Memberships: Each Member will be provided a key card providing 24-hour access to the Fitness Center. A \$5.00 fee will be charged for each lost key card. Payment of the Membership Fee will entitle the Members to use of the Fitness Center and, for the Blended Membership, use of the Practice Facility for 2 cage hours/month. The 2 cage hours/month is the total amount provided to the household and is not per Member in the household. Reservations for cage hours can be made on-line or in person and are on a first-come, first-served basis. Unused cage hours do not carry forward

to future months. Fitness Center Only memberships do not provide Members with any rights to use of the Practice Facility.

For Practice Facility Memberships: Payment of the Membership Fee will entitle the Member to use of the Practice Facility during normal business hours for the number of hours included in the package selected. The number of hours included in the package is the total amount provided to the household and is not per Member in the household. Reservations for cage hours can be made on-line or in person and are on a first-come, first-served basis. Unused cage hours do not carry forward to future months. The Members shall not have any rights to use of the Fitness Center unless they have purchased a Blended Membership.

6. Release of Liability and Indemnity Agreement. AS A MATERIAL CONDITION TO THE ACCEPTANCE OF YOUR MEMBERSHIP APPLICATION, YOU WILL BE REQUIRED TO EXECUTE A REGISTRATION WAIVER AND RELEASE OF LIABILITY FORM FOR EACH MEMBER IN A FORM ACCEPTABLE TO DKSF, THE TERMS OF WHICH ARE HEREBY INCORPORATED HEREIN AS THOUGH FULLY SET FORTH HEREIN.

7. Additional Terms and Agreements.

- a. **Valuables.** DKSF is not responsible for personal items lost or left at the facility. For your protection, do not bring any valuables into the facility.
- b. **Damages.** You shall pay for all damages to the DKSF facilities and/or property caused by any negligent, reckless, or willful actions by any Member hereunder.
- c. **Injury or Accident.** Any injuries or accidents must be reported immediately to DSKF.
- d. **Guests.** For safety reasons, you may not bring non-member guests into the facility.
- e. **Facilities and Services.** DKSF has the right at any time to remove, discontinue, repair or replace the equipment without any effect on this Agreement. DSKF also reserves the right to make any changes to the quantity or type of equipment and/or services offered and any change in hours and days of operation. You understand that any equipment is available on a 'first come first serve basis' and are subject to demand.
- f. **Facility Rules.** For your safety, you must abide by all rules and regulations of the facility, posted or un-posted, at all times, as adopted and updated from time-to-time.

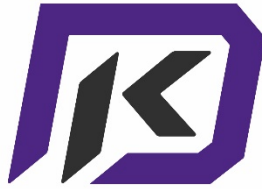
8. Non-Transferability. It is expressly understood and agreed that your Membership and your rights and obligations under this Agreement are not assignable or transferrable by Member and no rights or privileges granted by this Agreement can be transferred or assigned by Member.

9. Joint Liability. If one or more person(s) signs this Agreement as a Member, all signers will be jointly liable. You agree that we have the right to waive the enforcement of our rights as to one signer without affecting our rights to any other signer. Furthermore, you also agree that we can release any signer from his or her obligations without releasing any other signer from their obligations.

MEMBER ACKNOWLEDGES RECEIPT OF A FULLY COMPLETED COPY OF THIS AGREEMENT EXECUTED BY BOTH DKSF AND MEMBER AND ACKNOWLEDGES THE AGREEMENT TERMS.

Member:	_____	DKSF:	_____
Printed Name:	_____	Printed Name:	_____
Date:	_____	Date:	_____

Member: _____
 Printed Name: _____
 Date: _____



DK SPORTS & FITNESS

REGISTRATION WAIVER AND RELEASE OF LIABILITY

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for use of the DK Sports & Fitness facilities, including, but not limited to, participation in baseball and/or softball activities, use of the Practice Facility (including use of the waiting area), use of machinery, equipment, and apparatus in the Fitness Center, and/or participation in activities in the Fitness Center (collectively, the "Activities"), I agree for myself and (if applicable) for the members of my family, to the following:

- 1. AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules, regulations, and warnings, to only use machinery and equipment for its intended purpose, and to follow any oral instructions or directions given by DK Sports & Fitness, or the employees, representatives or agents of DK Sports & Fitness.
- 2. ASSUMPTION OF THE RISKS AND RELEASE.** I acknowledge that the Activities involve known and unanticipated risks which could result in physical or emotional injury, paralysis, permanent disability, death, and/or property damage. Risks include, but are not limited to, broken bones, torn ligaments, bruises and other bodily injuries as serious as death or permanent disability. I understand such risks cannot be eliminated despite the use of safety equipment without jeopardizing the essential qualities of the activity. I expressly accept and assume full responsibility for personal injury to myself and, if applicable, my family members, and voluntarily release and forever discharge, and agree to indemnify and hold harmless, KCML Holdings, LLC d/b/a DK Sports & Fitness from any and all claims, demands or causes of action which are in any way connected with my participation in the Activities and/or use of the facilities. This release does not apply to claims arising from intentional conduct. Should DK Sports & Fitness or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- 3. FEES.** I agree to pay for all damages to the facilities of DK Sports & Fitness caused by any negligent, reckless, or willful actions by me or my family.
- 4. APPLICABLE LAW.** I understand that this release is intended to be as broad and inclusive as permitted by Kansas law. In the event that I file a lawsuit, I agree to do so in the state of Kansas and further agree that the substantive law of Kansas shall apply. I further agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged or stolen during my participation in the Activities, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that the Activities might not be made available to me or that the cost to engage in the Activities would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this document is a reasonable bargain. I have read and understand this document and I agree to be bound by its terms.

Member/Guest Signature: _____

Printed Name: _____

Date: _____

Name of Additional Member: _____

Name of Parent/Guardian (if under 18): _____

Relationship to Member: _____

Signature: _____

Date: _____

Name of Additional Member: _____

Name of Parent/Guardian (if under 18): _____

Relationship to Member: _____

Signature: _____

Date: _____

Name of Additional Member: _____

Name of Parent/Guardian (if under 18): _____

Relationship to Member: _____

Signature: _____

Date: _____

Name of Additional Member: _____

Name of Parent/Guardian (if under 18): _____

Relationship to Member: _____

Signature: _____

Date: _____

Name of Additional Member: _____

Name of Parent/Guardian (if under 18): _____

Relationship to Member: _____

Signature: _____

Date: _____



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PHOTO CONSENT

I consent that KCML Holdings, LLC d/b/a DK Sports & Fitness may use photographs or videos of me on their social media pages, which includes, but is not limited to, their website, Facebook page, Instagram page, and any related publications, as well as in advertising materials. By signing below, I give KCML Holdings, LLC d/b/a DK Sports & Fitness permission to use my name and display my photo(s) and/or video(s) in association with DK Sports & Fitness events, functions and publications.

Member's Signature: _____
Printed Name: _____
Date: _____

Name of Additional Member: _____
Name of Parent/Guardian (if under 18): _____
Relationship to Member: _____
Signature: _____
Date: _____

Name of Additional Member: _____
Name of Parent/Guardian (if under 18): _____
Relationship to Member: _____
Signature: _____
Date: _____

Name of Additional Member: _____
Name of Parent/Guardian (if under 18): _____
Relationship to Member: _____
Signature: _____
Date: _____

Name of Additional Member: _____
Name of Parent/Guardian (if under 18): _____
Relationship to Member: _____
Signature: _____
Date: _____