

# REV Fitness Center

3750 Kilroy Airport Way Suite 140 Long Beach, CA 90806  
PHONE: (562) 988-5870 FAX: (562) 988-9575

New <input type="checkbox"/>	*Renewal <input type="checkbox"/>
Other <input type="checkbox"/>	*Old Keycard # _____

## Member Application (Print Clearly)

Joining Member Name (Print Below) Employer \_\_\_\_\_

First \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

Hm Ph: \_\_\_\_\_ Wk Ph: \_\_\_\_\_ Cell Ph: \_\_\_\_\_

Mailing Address (Print Clearly): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Email: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Related Member Name (Family Plan Only)

First \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

Emergency Contact Name (Print Below)

First \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

Hm Ph: \_\_\_\_\_ Wk Ph: \_\_\_\_\_ Cell Ph: \_\_\_\_\_

Payment Cycle/Method

Quarterly: (EFT only)

Annual: EFT  or Cash/Check

**Payment Considerations:** If due date is within the last two days of the month, then your payments have the potential of being processed up to 48 hours in advance since EFTs are processed on the last business day of the month

**Cancellations:** Cancellation requests must be received 5 Club working days prior to due date. Requests must be in writing using RFC cancellation request or Email from Primary member.

**Default and Late Payments:** All returned payments will be charged a \$30 Return fee (your bank may also charge penalties). Should any monthly payment be more than 10 days past due, you will be charged a late fee to cover administrative and other expenses related to collect payment

REV Employee (Print)

Member (Signed)

\_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

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## Easy-Pay EFT Authorization Form

I, elect to pay my membership dues by  
Automatic electronic funds transfer

I, \_\_\_\_\_ authorize eFit Financial to debit my payment by the  
method indicated below and post it to my account as: *eFit Financial {Health Club Charge}*.

**I understand that a \$30.00 charge will be assessed for all returned items.**

## EFT Billing Information

Checking Accounts only (**Must attach voided check or copy to remain with file**)  
**Please Print Bank Information Clearly to prevent errors and Bank Charges**

Routing Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

Select payment choice  Quarterly (4 payments per year)  Annual (one payment)

**This form of payment, if discontinued, does not release you from your payment  
obligation or membership contract.**

## Bank Information

Bank Name: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number: ( ) \_\_\_\_\_

Account Holder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Attach Voided Check or Check copy to  
insure correct invoicing**

**NO DEPOSIT SLIPS !!!**

## **REV Fitness Center**

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### **Waiver and Release of Liability Terms and Conditions**

The club urges you and all members to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise classes. All exercises, including the use of free weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the member's sole risk. Member understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be member's entire responsibility, and the Club shall not be liable to member for any claims, demands, injuries, damages, or actions arising due to injury to member's person or property arising out of or in connection with the use by member of the services, facilities, and premises of the Club. Member hereby holds the Club, its officers, owners, agents, and employees harmless from all claims which may be brought against them by member or on member's behalf for any such injuries or claims.

**If by reason of death or permanent disability, the buyer is unable to continue the membership, buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, the prorated amount shall be promptly refunded. Should member permanently move their residence more than 25 miles from an affiliated area, payment on this agreement will be suspended upon legitimate verification of the move. Member agrees to follow club rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.**

**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BUYER/MEMBER COULD ASSERT AGAINST THE CLUB AS A RESULT OF THIS CONTRACT. RECOVERY BY THE BUYER/MEMBER SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/MEMBER TO THE CLUB PURSUANT TO THIS CONTRACT. YOU THE BUYER MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF CLUB'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE CLUB. IN THE EVENT THE CLUB CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLIGATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.**

***Cancellation: Members must request cancellation in writing a minimum of 5 working days prior to the end of the quarter.***

Joining Member (signed) \_\_\_\_\_ Date: \_\_\_\_\_

**RELEASE OF LIABILITY**

**Kilroy Realty L.P.**, a Delaware Limited Partnership, **Kilroy Realty Corporation**, a Maryland Corporation, General Partner ("Owner") is the Owner of the office complex located at 3750, 3760, 3780, 3800, 3840, 3880 and 3900 Kilroy Airport Way, Long Beach, California, 90806 and commonly referred to as the Kilroy Airport Center/Long Beach (the "Property"), which includes the Health Club occupying approximately 3,554 rentable square feet of the building located at 3750 Kilroy Airport Way, Long Beach, California 90806 ("Building 5"), as shown on the Floor Plan attached hereto as **Exhibit A** (the "Health Club,,"). Owner and Kilroy Realty TRS, Inc., a Delaware corporation ("KRTRS") are parties to that certain Health Club License and Operating Agreement dated October 1, 2003 (the "License Agreement"), whereby KRTRS is the operator of the Health Club. KRTRS has entered into that certain Health Club Management Agreement dated October 1, 2004 with Project Management, Inc., a Nevada Corporation ("Manager"), whereby Manager manages the day-to-day operations of the Health Club on behalf of KRTRS. The undersigned acknowledges that he/she has voluntarily chosen to utilize the Health Club and participate in exercise and/or sport programs in connection with that use, and acknowledges, confirms and agrees as follows:

1. **I AM AWARE THAT EXERCISE AND SPORT ACTIVITIES ARE STRENUOUS AND MAY BE HAZARDOUS**, depending upon the nature and extent of my participation or involvement and the equipment or sport activity in which I am involved, and I hereby agree to accept any and all risk of injury or death occasioned by my participation in such activities. In consideration for being permitted to use the Health Club, or for my engaging in any contest, game, sports activity, exercise, competition or other activity at the Health Club or organized, arranged or sponsored by Owner, KRTRS, Manager or any other person or entity having the right to use the Health Club, whether such activity is on or off the Health Club premises, I, on behalf of myself and my guests, heirs, personal representatives, successors and assigns (the "Releasing Parties") agree that the Releasing Parties:

1.1 shall not make any claim against or sue Owner, KRTRS or Manager, or any of their respective partners, principals, officers, employees, representatives, agents, affiliates and assigns (collectively, the "Released Parties,") for any act or omission or in connection with any injury or damage to persons or property occasioned by or resulting from the Releasing Parties' use of the Health Club.

1.2 do hereby release and discharge the Released Parties from any and all actions, claims and demands the Releasing Parties have or may hereafter have for any injury or damage, including death, that any of the Releasing Parties may sustain or incur that is in any way related to a Releasing Parties' use of the Health Club; and

1.3 do hereby hold the Released Parties free and harmless from and indemnified against any and all loss, claim, injury, damage or liability sustained by or resulting to me or any of the Releasing Parties; and further, the Released Parties shall not be responsible or liable to me or my guests at the Health Club for loss or theft of personal property. Any property left by me or my guests on the premises of the Health Club, without provision for its storage, may be disposed of or sold without notice.

**I, THE UNDERSIGNED, CONFIRM I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND OWNER AND EXTENDING TO THE RELEASED PARTIES AND I SIGN IT OF MY OWN FREE WILL.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name (please print): \_\_\_\_\_