



MEMBERSHIP AGREEMENT

1855 Cullen Boulevard, Ste. 103 • Pearland, Texas 77581 • 281-997-0026 • www.LDSHouston.com

Member Information

Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Home Phone: _____
 Mobile Phone: _____
 Work Phone: _____
 Email: _____

Primary User

Name: _____ DOB _____

Additional Family User(s): (if applicable)

Name: _____ DOB _____
 Name: _____ DOB _____
 Name: _____ DOB _____

Approval

I, the undersigned Member, hereby acknowledge having read both sides of the Agreement and agree to its terms and conditions. I further agree to be bound by the Rules and Regulations of LDS as written herein and as posted at LDS.

Member Signature Date

Parent, Guardian or Other Responsible Party Signature

Authorized LDS Representative Date

Membership Type: _____

Upon acceptance, I (we) acknowledge that our membership will continue for a minimum of _____ months and will be automatically renewed on a month to month basis. Payments will continue until cancelled in accordance with the terms stated on the back of this Agreement.

Monthly Investment

Monthly Draft Date: _____ 1st 15th

First Draft On: _____/_____/_____

Method of Payment:

MC / Visa / Discover / AMEX

Monthly Investment Amount:

Dues: \$ _____

Sales Tax: \$ _____

TOTAL \$ _____

Enrollment Fees and Dues:

Enrollment Fee \$ _____

Pro-Rated Dues \$ _____

Card Fee \$ _____

Sales Tax \$ _____

TOTAL DUE TODAY \$ _____

Draft Information:

Card Number: _____

Expiration (MM/YY) : _____

Billing Zip Code: _____

Membership Agreement

This is the membership agreement (“Agreement”) between Line Drive Sports (“LDS”) and the person whose name is listed on the front of this Agreement, together with primary users and family users listed on the front of this Agreement (“Member”). The current LDS rules and regulations (“Rules and Regulations”) have been provided to the Member.

Agreements of the Member

Member understands and agrees that:

- (a) At the effective date of his/her membership, the initial fees and all dues paid will be non-refundable;
- (b) Member will be bound by the terms of this Agreement and by LDS Rules and Regulations as they may be amended from time to time, including the right of LDS to terminate this Agreement according to the Rules and Regulations and the terms provided herein;
- (c) Member will pay membership dues in accordance with the terms of this Agreement;
- (d) LDS membership is non-voting and non-proprietary;
- (e) Use of LDS facilities is not mandatory, and the use of the facilities and enrollment in classes, clinics, camps, or other programs is on a first come, first served basis;
- (f) The Member represents that they have not defaulted on any other agreement with LDS. If Member has, LDS may apply any and all amounts paid on this Agreement to Member’s past unpaid obligations before processing this Agreement.

Agreements of LDS

Upon acceptance of the Member’s application for membership, LDS agrees to extend the privileges of membership, including the use of LDS facilities, pursuant to the terms and conditions of this Agreement and LDS Rules and Regulations.

Assumptions of Risks by Member

Member acknowledges that participation in a sport or physical exercise may result in accident or injury. Member assumes the risks connected with the participation in a sport or physical exercise, and represents (1) s/he is in good health, and (2) s/he has no known physical or medical condition that would affect or limit Member’s use of LDS’s facilities. Member acknowledges that LDS has not and will not render any medical services including medical diagnosis of Member’s physical condition, and that Member has the consent of his or her physician to undertake a sport or physical exercise. Member specifically agrees that LDS, its officers, employees, agents, and representatives shall not be liable for any claim, demand, cause of action of any kind whatsoever for, or on account of death, personal injury, property damage or loss of any kind resulting from or related to Member’s use of the facilities or participation in any sport, exercise or activity within or without LDS premises, and Member agrees to hold LDS harmless of same.

Renewal of Membership

At the end of the initial term, this Agreement will automatically renew on a month to month basis. Member will not be notified of renewal unless a price increase is imminent. Dues shall continue monthly regardless of facility usage until Member notifies LDS in writing. Rates are not guaranteed beyond the terms of this Agreement. Once memberships are on a month to month basis, dues may be increased by LDS by giving Member thirty (30) days notice of such increase. Lack of response from Member will constitute an acceptance of such increase.

_____ (Initials)

Termination of Membership

Member’s lack of use of LDS facilities will not constitute a basis for cancellation or termination of this Agreement, nor will any fees or dues be refunded unless otherwise provided in the Notices section of this Agreement. Member may only

terminate this Agreement after full completion of the initial term. Written notice must be mailed by certified mail to the following address: 1855 Cullen Blvd., Ste. 103, Pearland, TX 77581. The written notice must be received 30 days in advance of Member’s next draft date to avoid further charges. In the event Member violates any of LDS’s Rules and Regulations regarding conduct in or use of the facilities, or in the event Member fails to make any payment when and as due under this Agreement, LDS may terminate Member’s rights under this Agreement. In the event Member’s rights are terminated under this paragraph, no part of Member’s fees or dues will be refunded.

_____ (Initials)

Sales Tax

In the event of any change in the applicable sales tax, LDS may alter Member’s draft to reflect the new tax amount.

Reinstatement

If Member allows his or her membership to lapse after the renewal date, reinstatement will require approval of a new Agreement and payment of any applicable enrollment fee.

Fees

A thirty-five dollar (\$35) fee plus any applicable tax will be assessed for all bank drafts, debit card drafts, or credit card charges that are not processed due to insufficient funds, over the limit, or card invalidity.

Membership Cards

Presentation of the membership card issued to Member is required for use of the facilities under this Agreement. There will be a ten dollar (\$10) fee for lost cards.

NOTICES

- (a) Notice to Purchaser: Do not sign this Agreement until you read and understand it.
- (b) If you decide you do not wish to remain a member of LDS, you may cancel this Agreement by mailing to LDS by midnight of the third business day after the day you sign this Agreement a notice stating your desire to cancel this Agreement. The written notice must be mailed by certified mail to the following address: 1855 Cullen Blvd., Ste. 103, Pearland, TX 77581.
- (c) If LDS goes out of business, or closes its facility and does not provide facilities within 10 miles of the facility in which you are enrolled, you may cancel this Agreement accompanied by proof of payment on the Agreement. The written notice must be mailed by certified mail to the following address: 1855 Cullen Blvd., Ste. 103, Pearland, TX 77581. You may also be able to file a claim for a refund of your unused membership fees against a bond or other security posted by LDS with the Texas Secretary of State.
- (d) If you die or become totally or permanently disabled after the date this Agreement takes effect, you or your estate may cancel this Agreement and receive a partial refund of your unused membership fee by mailing a notice to LDS stating your desire to cancel this Agreement, along with proof of disability or death. The written notice must be mailed by certified mail to the following address: 1855 Cullen Blvd., Ste. 103, Pearland, TX 77581.

Entire Agreement

This Agreement shall constitute the complete agreement between LDS and Member. No modification, waiver, or addition to this Agreement shall be valid unless in writing and signed by Member and an officer of LDS. This Agreement shall be governed by the laws of the State of Texas.

_____ (Initials)